

**AGENDA**  
**ANACONDA-DEER LODGE COUNTY**  
**SPECIAL COMMISSION WORK SESSION**  
**6 P.M. TUESDAY, AUGUST 18, 2020**  
**Webex Conference**

Everyone is respectfully asked to follow these few Commission Rules of Procedure:

- **Please turn off or silence all cell phones and electronic devices that you are not using for this meeting.**
- **Please mute microphones unless you are speaking to eliminate background noise.**
- Call in users will be on mute until discussion or public comment
- **Please address all comments to the Commissioners and state your full name and address**
- Be courteous to all participants, allow one speaker to speak at a time
- **If able please use the raise the virtual hand when appropriate to speak and then un-raise your hand**
- If you can use the chat box, please send in questions and comments.
- **Be Mindful that all participants will be able to hear and see everything, and the meetings are recorded**

For more information on how to obtain a direct link phone the CEO office at 563-4000 or email your request to [lsturm@adlc.us](mailto:lsturm@adlc.us)

**Webex Meeting**

**Meeting Number: 925464969**

**Meeting password: ADLC0420**

**Join by phone: +1-855-797-9485 US Toll free (Will require Meeting Number listed above)**

**Join from a video system or application:**

Dial [925464969](tel:925464969)@montana.webex.com

You can also dial 173.243.2.68 and enter your meeting number

**Join using Microsoft Lync or Microsoft Skype for Business:**

Dial [925464969](tel:925464969).montana@lync.webex.com

1. **Discussion** – Union Avenue Construction, Request to Advertise for Bid – Carl Nyman

2. **Miscellaneous** –

Commissioner Mike Huotte:

Commissioner Steve Gates:

Commissioner Paul Smith

Commissioner Terry Vermeire:

Commissioner Kevin Hart:

CEO Bill Everett:

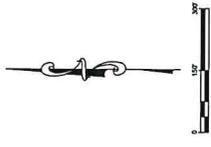
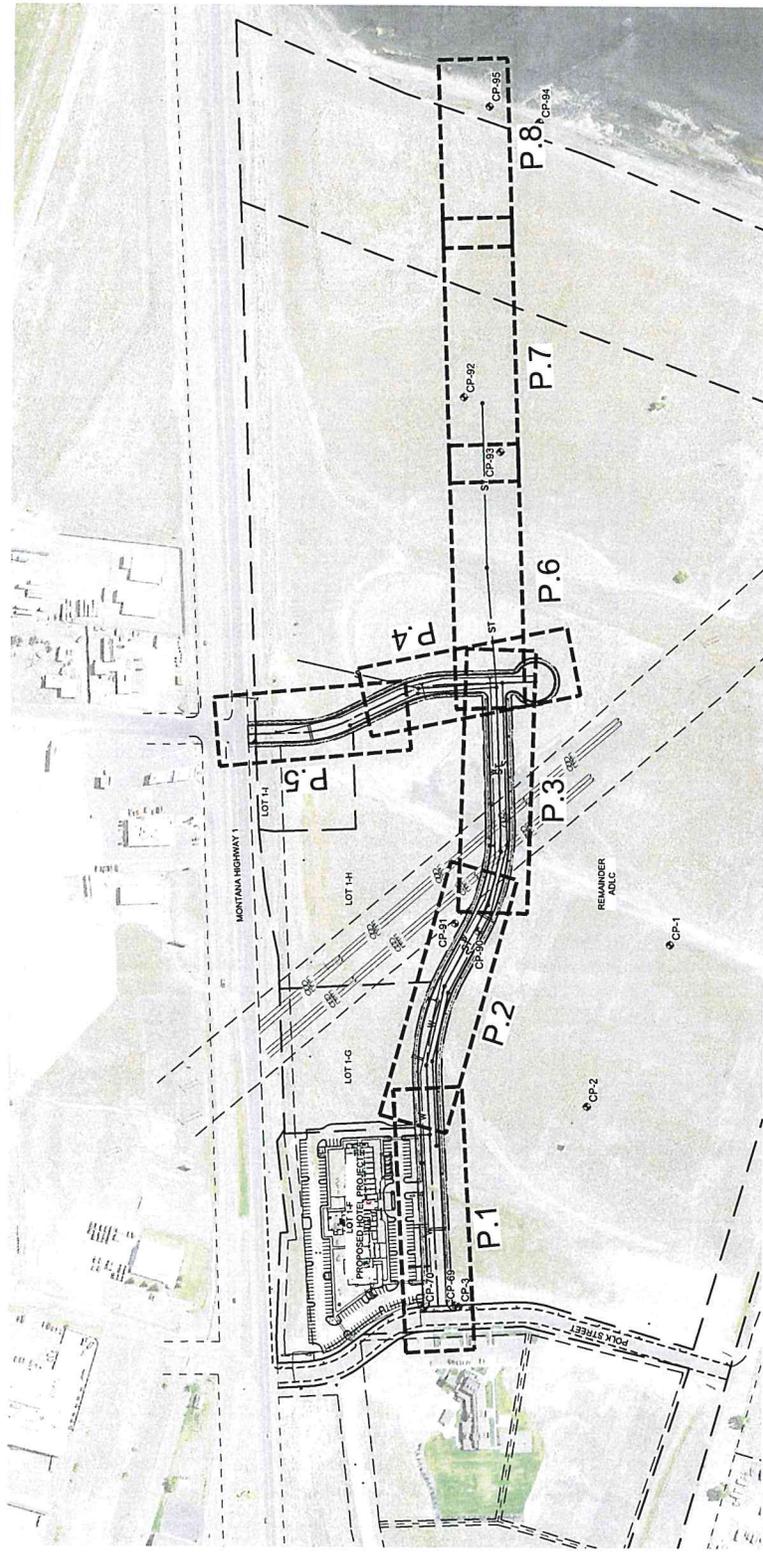
CA Ben Krakowka:

3. **Public Comment** – This is the time for members of the public to comment on items **NOT** appearing on this agenda that **fall within the Commission's jurisdiction**.

4. **ADLC Public Meeting Dates**

5. **Adjournment**





CONTROL POINT	ELEVATION	NORTHING	EASTING
CP-1	5187.34	702105.96	1100910.39
CP-2	5203.54	702065.65	1100616.36
CP-3	5209.45	702015.56	1100026.95
CP-6	5209.26	702025.20	1100028.07
CP-7	5209.81	702091.42	1100028.07
CP-8	5188.48	702271.35	1100041.67
CP-9	5188.35	702538.42	1100060.52
CP-10	5191.78	702613.46	1102239.46
CP-4	5192.30	702523.67	1102107.25
CP-5	5191.40	702434.56	1102005.74
CP-10	5190.35	702555.51	1102044.21

**SURVEY NOTES**

1. SURVEY WAS PERFORMED IN THE SUMMER AND FALL OF 2020 BY JACKOLA ENGINEERING & ARCHITECTURE AND COPPER ENVIRONMENTAL CONSULTING.
2. DISTANCES SHOWN ON THESE PLANS ARE SURFACE DISTANCES IN INTERNATIONAL FEET.
3. SEE TABLE FOR CONTROL POINT INFORMATION

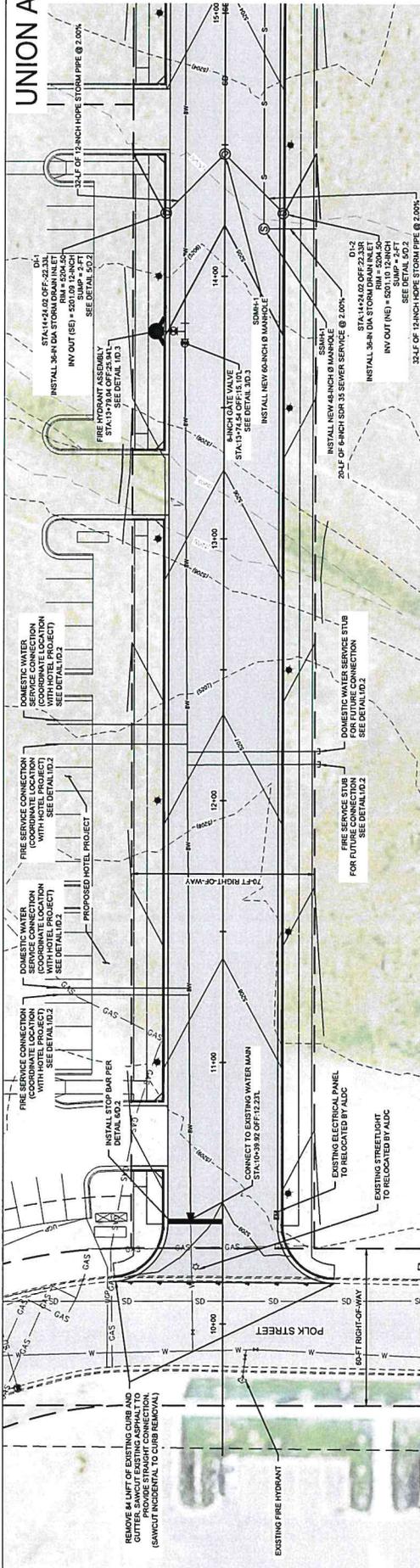
NO.	DATE	CADD	CHECK	APP'D	ISSUE/REVISION DESCRIPTION
0	08/07/20			MJ	REVIEW SET

**Copper Environmental Consulting**  
A PRISM SPECTRUM COMPANY

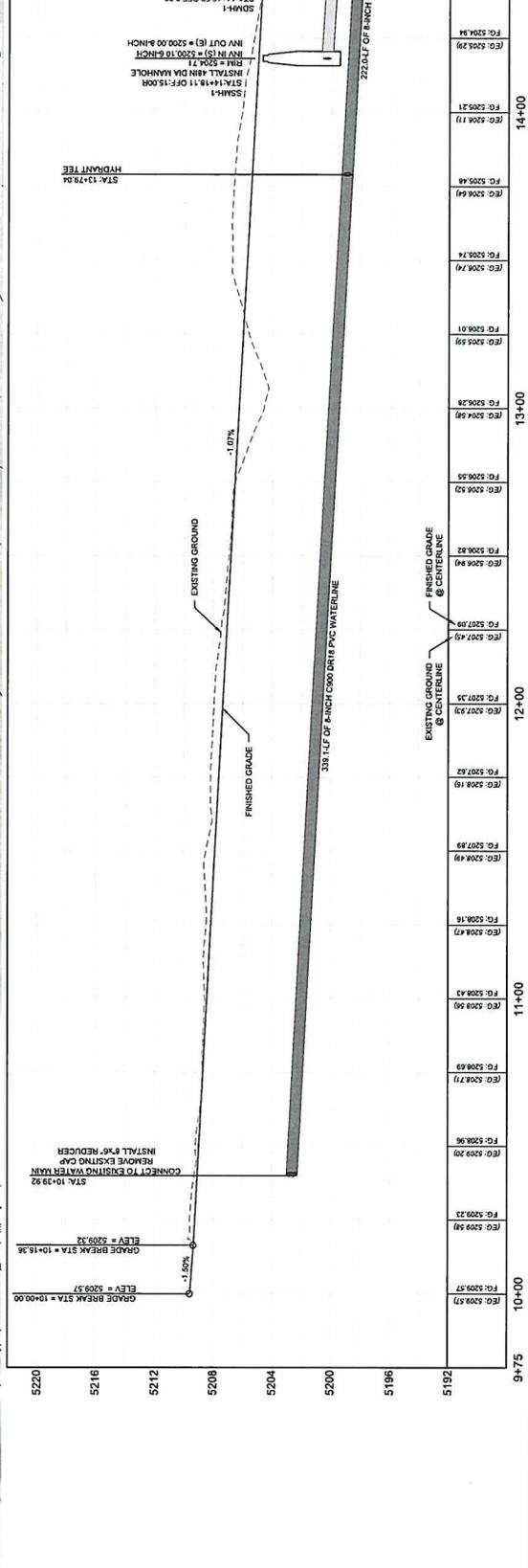
406 East Park Ave, Suite 2  
Anaconda, MT 59711  
(406) 563-2700

ADLC - UNION AVE AND FILLMORE ST IMPROVEMENTS  
KEY SHEET, BOREHOLE AND CONTROL MAP

# UNION AVENUE



UTILITY UTILITY DEPTHS ARE SHOWN BASED ON SURFACE ELEVATIONS. CONTRACTOR SHALL VERIFY DEPTHS VARY DUE TO UNKNOWN SUBSURFACE CONDITIONS. CONTRACTOR TO VERIFY DEPTHS OF EXISTING UTILITIES AT LEAST ONE WEEK BEFORE CONSTRUCTION. CONTRACTOR TO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND TO ALLOW FOR ADJUSTMENTS, IF NECESSARY.



NO.	DATE	CADD	CHECK	APPD	ISSUE/REVISION DESCRIPTION
0	8/3/20	BD	MA	MKJ	PROGRESS SET

ADLC - UNION AVE AND FILLMORE ST IMPROVEMENTS  
 UNION AVENUE PLAN AND PROFILE STA: 10+00 - 15+00

Copper Environmental  
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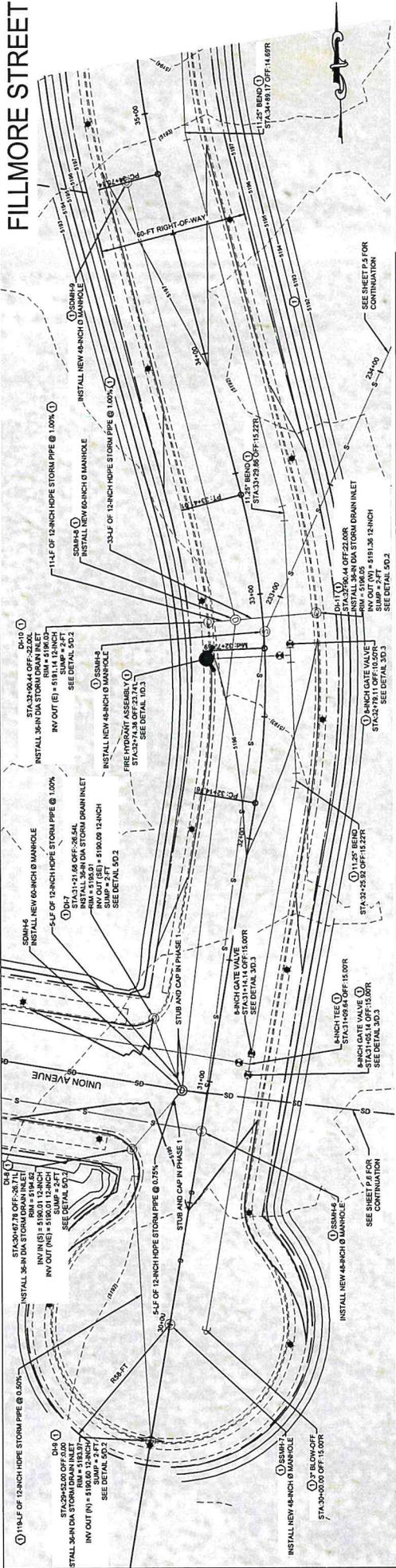
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NO.	DATE	CADD	CHECK	APPD	ISSUE/REVISION DESCRIPTION
9+75	10+00				
11+00					
12+00					
13+00					
14+00					
15+00					



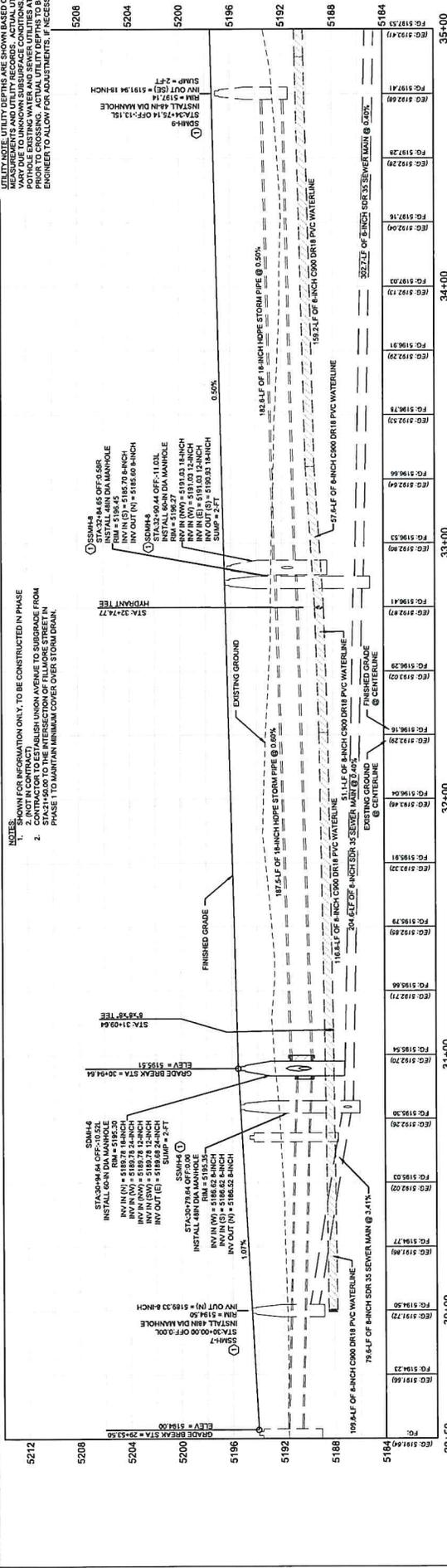


# FILLMORE STREET



UTILITY NOTES: UTILITY DEPTHS ARE SHOWN BASED ON SURFACE MEASUREMENTS AND UTILITY RECORDS. ACTUAL UTILITY DEPTHS MAY VARY DUE TO UNKNOWN SURFACE CONDITIONS. CONTRACTOR TO VERIFY UTILITY DEPTHS PRIOR TO CROSSING. ACTUAL UTILITY DEPTHS TO BE REPORTED TO ENGINEER TO ALLOW FOR ADJUSTMENTS, IF NECESSARY.

NOTES:  
 1. MAINS FOR INFORMATION ONLY, TO BE CONSTRUCTED IN PHASE 2. (NOT IN CONTRACT)  
 2. CONTRACTOR TO ESTABLISH UNION AVENUE TO SURGRADE FROM EXISTING GRADE TO FINISHED GRADE.  
 PHASE 1 TO MAINTAIN MINIMUM COVER OVER STORM DRAIN.



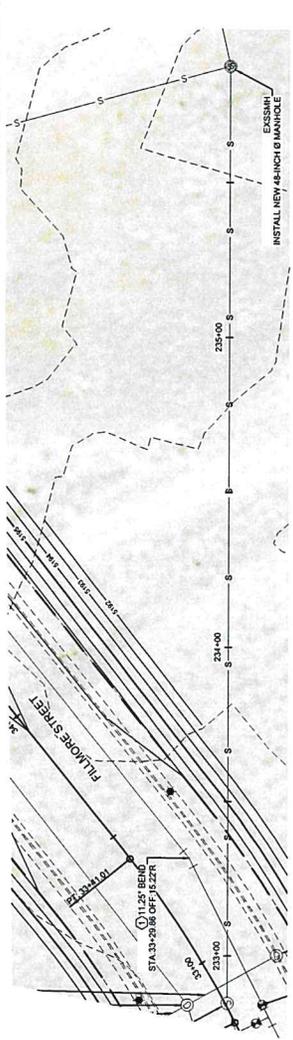
NO.	DATE	CADD	CHECK	APPD	ISSUE/REVISION DESCRIPTION
0	8/3/20	BD	MA	MJK	PROGRESS SET

SHEET  
**P.4**  
 ADLC - UNION AVE AND FILLMORE ST IMPROVEMENTS  
 FILLMORE STREET PLAN AND PROFILE STA: 30+00 - 35+00

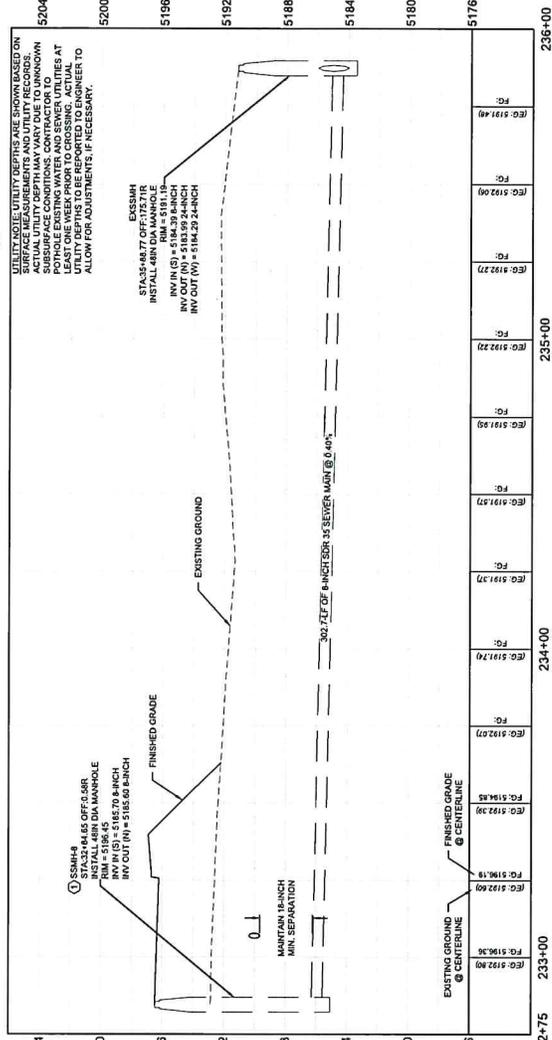
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 CONSULTING  
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NO.	DATE	CADD	CHECK	APPD	ISSUE/REVISION DESCRIPTION
29+50					
30+00					
31+00					
32+00					
33+00					
34+00					
35+00					

# SEWER CONNECTION



NOTES:  
 1. SHOWN FOR INFORMATION ONLY, TO BE CONSTRUCTED IN PHASE  
 2. (NOT IN CONTRACT)



NO.	DATE	CADD	CHECK	APP'D	ISSUE/REVISION DESCRIPTION
0	8/13/2020	BD	MA	MKJ	PROGRESS SET

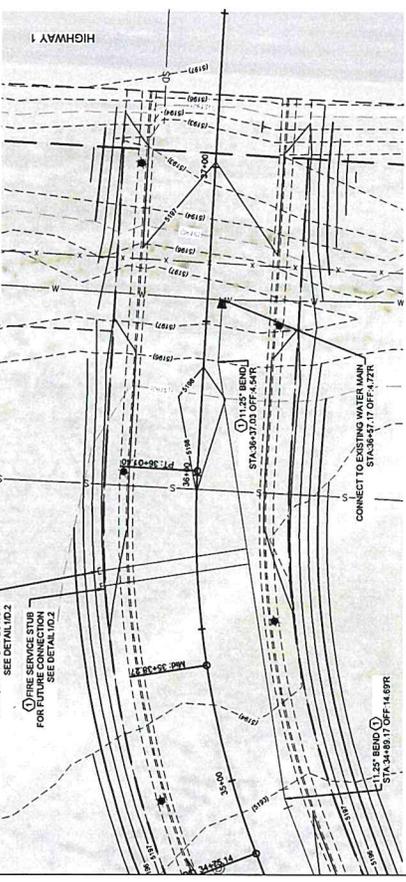
ADLC - UNION AVE AND FILLMORE ST IMPROVEMENTS  
 FILLMORE STREET PLAN AND PROFILE STA: 35+00 - 38+00

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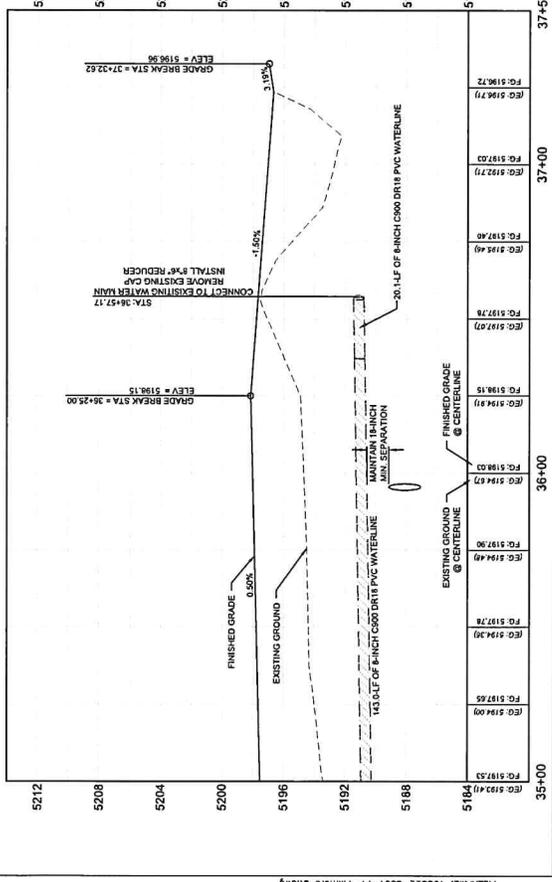
**Copper Environmental**  
 Consulting  
 A PRISM SPECTRUM COMPANY

PROJECT: 195522-C501-PP-Fillmore S1.dwg

# FILLMORE STREET



NOTES:  
 1. DOMESTIC WATER SERVICE STUB FOR FUTURE CONNECTION SEE DETAIL D0.2  
 2. TAKE REVERSE STUB FOR FUTURE CONNECTION SEE DETAIL D0.2



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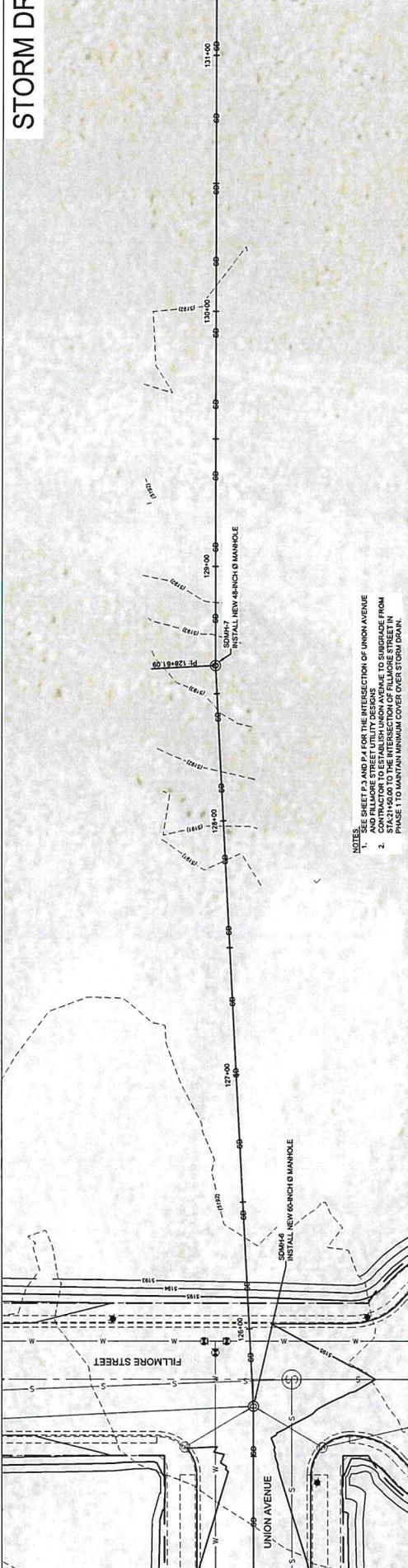
ADLC - UNION AVE AND FILLMORE ST IMPROVEMENTS  
 FILLMORE STREET PLAN AND PROFILE STA: 35+00 - 38+00

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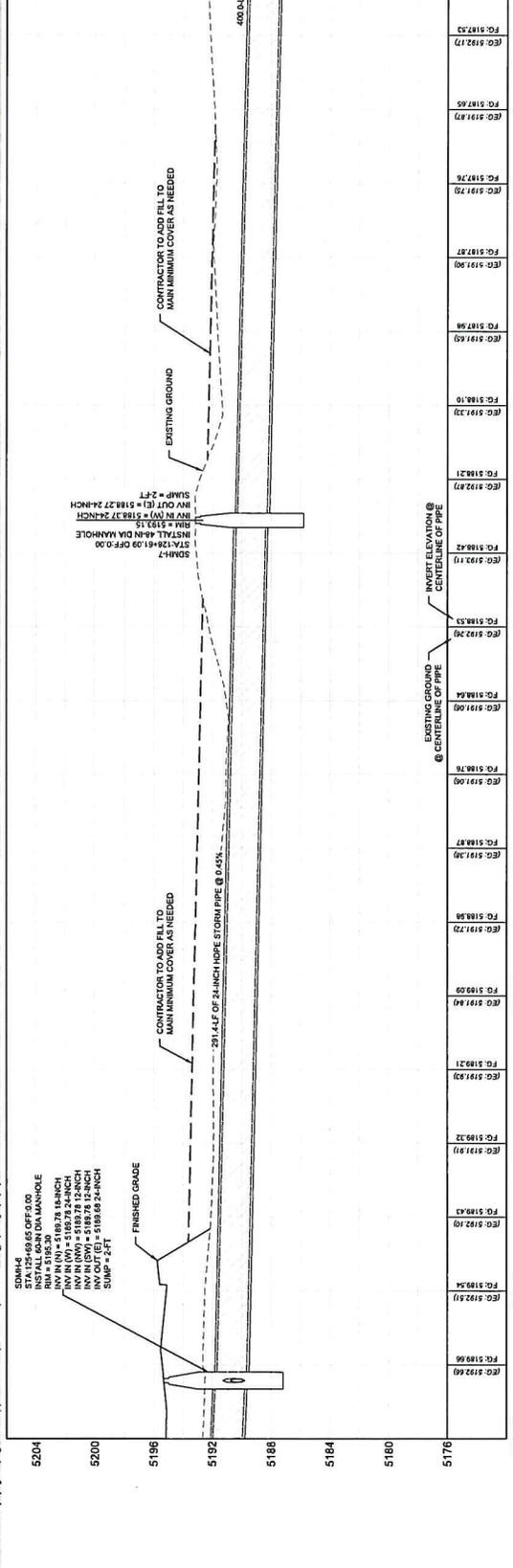
PROJECT: 195522-C501-PP-Fillmore S1.dwg

# STORM DRAIN



- NOTES:**
- SEE SHEETS P.3 AND P.4 FOR THE INTERSECTION OF UNION AVENUE AND FILLMORE STREET UTILITY DESIGNS.
  - CONTRACTOR TO ESTABLISH UNION AVENUE TO SUBGRADE FROM EXISTING FINISHED GRADE.
  - PHASE 1 TO MAINTAIN MINIMUM COVER OVER STORM DRAIN.

UTILITIES, UTILITY DEPT. ARE SHOWN BASED ON SURFACE MEASUREMENTS AND UTILITY RECORDS. ACTUAL UTILITY DEPTHS MAY VARY DUE TO UNKNOWN SURFACE CONDITIONS. CONTRACTOR TO VERIFY ALL UTILITIES PRIOR TO CROSSING. ACTUAL UTILITY DEPTHS TO BE REPORTED TO ENGINEER TO ALLOW FOR ADJUSTMENTS, IF NECESSARY.



NO.	DATE	CADD	CHECK	APPD	ISSUE/REVISION DESCRIPTION
0	8/3/20	BD	MA	MKJ	PROGRESS SET

STATION	EXISTING GROUND @ CENTERLINE OF PIPE	INVERT ELEVATION @ CENTERLINE OF PIPE
126+50	PG. 5185.66	(EG: 5182.60)
126+60	PG. 5185.54	(EG: 5182.51)
126+70	PG. 5185.43	(EG: 5182.40)
126+80	PG. 5185.32	(EG: 5182.29)
126+90	PG. 5185.21	(EG: 5182.18)
127+00	PG. 5185.10	(EG: 5182.07)
127+10	PG. 5184.99	(EG: 5181.96)
127+20	PG. 5184.88	(EG: 5181.85)
127+30	PG. 5184.77	(EG: 5181.74)
127+40	PG. 5184.66	(EG: 5181.63)
127+50	PG. 5184.55	(EG: 5181.52)
127+60	PG. 5184.44	(EG: 5181.41)
127+70	PG. 5184.33	(EG: 5181.30)
127+80	PG. 5184.22	(EG: 5181.19)
127+90	PG. 5184.11	(EG: 5181.08)
128+00	PG. 5184.00	(EG: 5180.97)
128+10	PG. 5183.89	(EG: 5180.86)
128+20	PG. 5183.78	(EG: 5180.75)
128+30	PG. 5183.67	(EG: 5180.64)
128+40	PG. 5183.56	(EG: 5180.53)
128+50	PG. 5183.45	(EG: 5180.42)
128+60	PG. 5183.34	(EG: 5180.31)
128+70	PG. 5183.23	(EG: 5180.20)
128+80	PG. 5183.12	(EG: 5180.09)
128+90	PG. 5183.01	(EG: 5179.98)
129+00	PG. 5182.90	(EG: 5179.87)
129+10	PG. 5182.79	(EG: 5179.76)
129+20	PG. 5182.68	(EG: 5179.65)
129+30	PG. 5182.57	(EG: 5179.54)
129+40	PG. 5182.46	(EG: 5179.43)
129+50	PG. 5182.35	(EG: 5179.32)
129+60	PG. 5182.24	(EG: 5179.21)
129+70	PG. 5182.13	(EG: 5179.10)
129+80	PG. 5182.02	(EG: 5178.99)
129+90	PG. 5181.91	(EG: 5178.88)
130+00	PG. 5181.80	(EG: 5178.77)
130+10	PG. 5181.69	(EG: 5178.66)
130+20	PG. 5181.58	(EG: 5178.55)
130+30	PG. 5181.47	(EG: 5178.44)
130+40	PG. 5181.36	(EG: 5178.33)
130+50	PG. 5181.25	(EG: 5178.22)
130+60	PG. 5181.14	(EG: 5178.11)
130+70	PG. 5181.03	(EG: 5178.00)
130+80	PG. 5180.92	(EG: 5177.89)
130+90	PG. 5180.81	(EG: 5177.78)
131+00	PG. 5180.70	(EG: 5177.67)

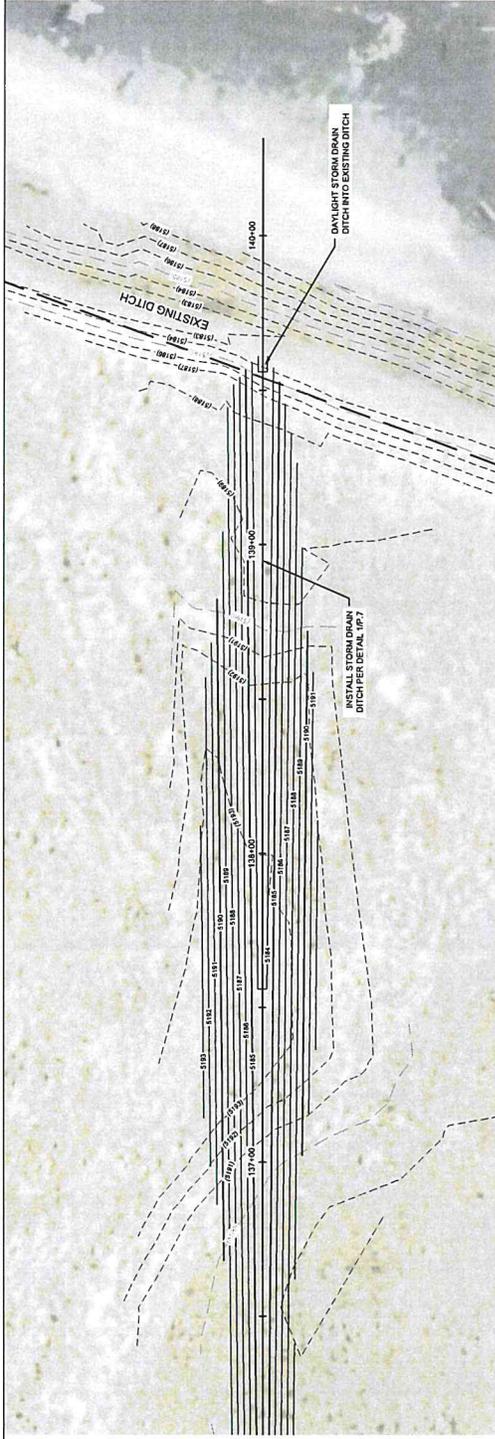
**SHEET**  
ADLC - UNION AVE AND FILLMORE ST IMPROVEMENTS  
**P.6**  
STORM DRAIN PLAN AND PROFILE STA: 126+00 - 131+00

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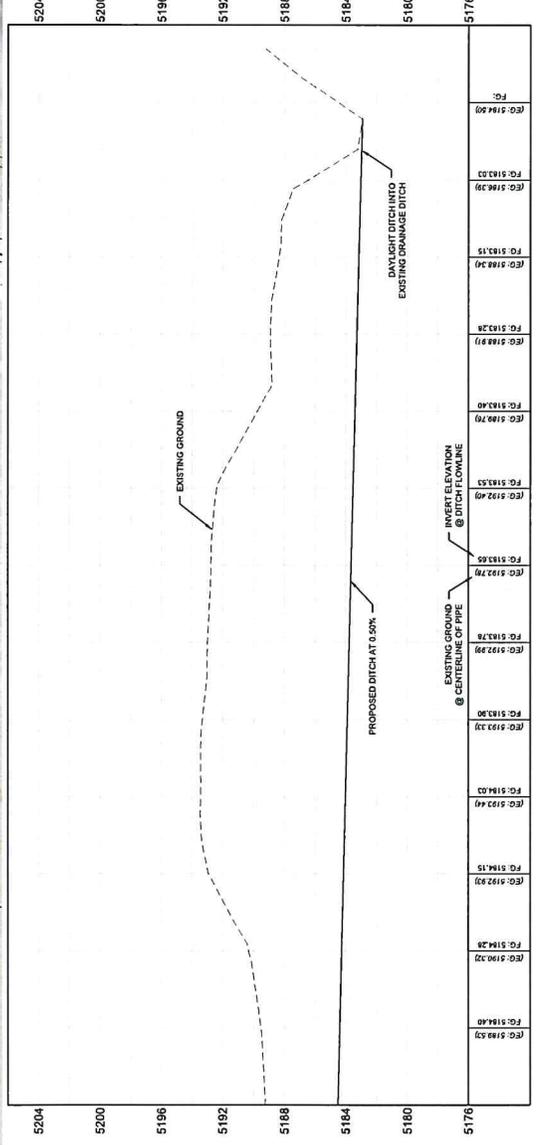
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# STORM DRAIN



UTILITY LOCATIONS SHOWN ARE SHOWN BASED ON SURFACE SURVEY DATA AND UTILITY RECORDS. CONTRACTOR TO VERIFY ALL UTILITY LOCATIONS AND DEPTHS PRIOR TO CONSTRUCTION. CONTRACTOR TO VERIFY ALL UTILITY DEPTHS TO BE REPORTED TO ENGINEER TO ALLOW FOR ADJUSTMENTS, IF NECESSARY.



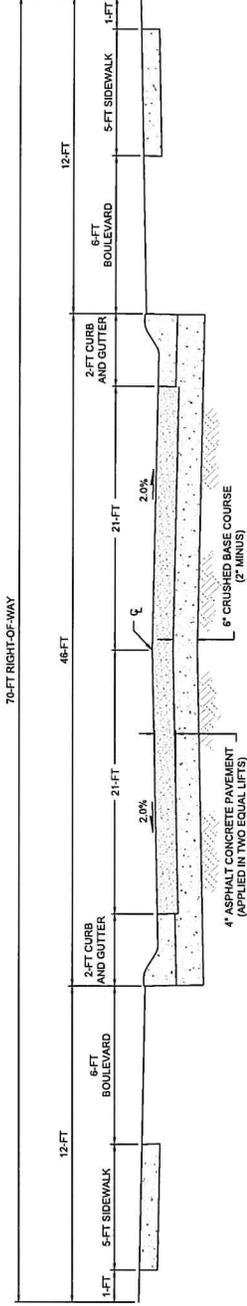
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ADLC - UNION AVE AND FILLMORE ST IMPROVEMENTS  
 STORM DRAIN PLAN AND PROFILE STA: 136+50 - 140+00

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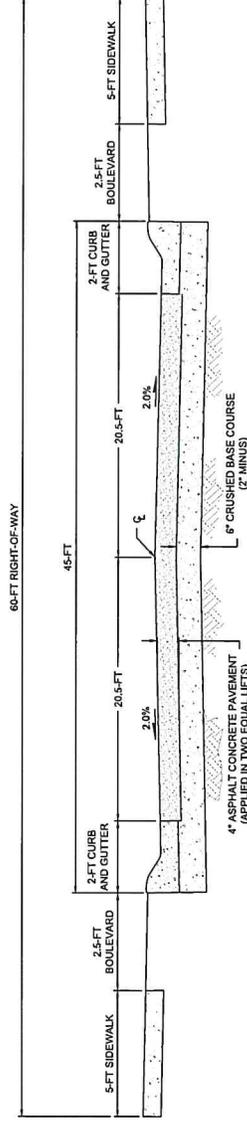
PROJECT: ADLC - UNION AVE AND FILLMORE ST IMPROVEMENTS  
 SHEET: P.8

DATE: 8/13/2020  
 FILENAME: 195522-C502-PP-Storm Drain.dwg



NOTE:  
ASPHALT SHALL HAVE SINGLE SEAM AT  
CENTERLINE.

1 TYPICAL SECTION NO.1  
D.I. SCALE: NONE



NOTE:  
ASPHALT SHALL HAVE SINGLE SEAM AT  
CENTERLINE.

2 TYPICAL SECTION NO.2  
D.I. SCALE: NONE

NO.	DATE	CADD	CHECK	APP'D	ISSUE/REVISION DESCRIPTION
0	08/07/20	PAF		MJ	IFB

ADLC - UNION AVE AND FILLMORE ST IMPROVEMENTS

ROAD SECTIONS

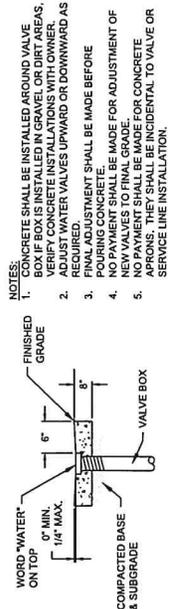
SHEET

D.1



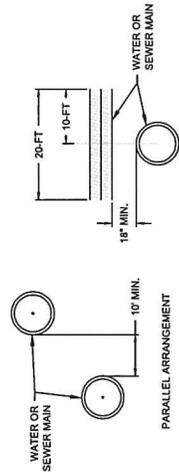
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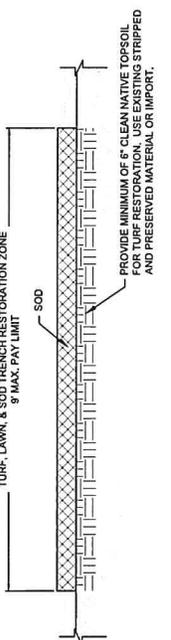
- NOTES:**
1. CONCRETE SHALL BE INSTALLED AROUND VALVE BOX IF BOX IS INSTALLED IN GRAVEL OR DIRT AREAS.
  2. ADJUST WATER VALVES UPWARD OR DOWNWARD AS REQUIRED.
  3. FINAL ADJUSTMENT SHALL BE MADE BEFORE NO PAYMENT.
  4. NO PAYMENT SHALL BE MADE FOR ADJUSTMENT OF APRONS. THEY SHALL BE INCIDENTAL TO VALVE OR SERVICE LINE INSTALLATION.
  5. NO PAYMENT SHALL BE MADE FOR CONCRETE APRONS. THEY SHALL BE INCIDENTAL TO VALVE OR SERVICE LINE INSTALLATION.

**1** DETAIL - WATER SERVICE CURB BOX AND GATE VALVE BOX IN CONCRETE  
SCALE: NONE

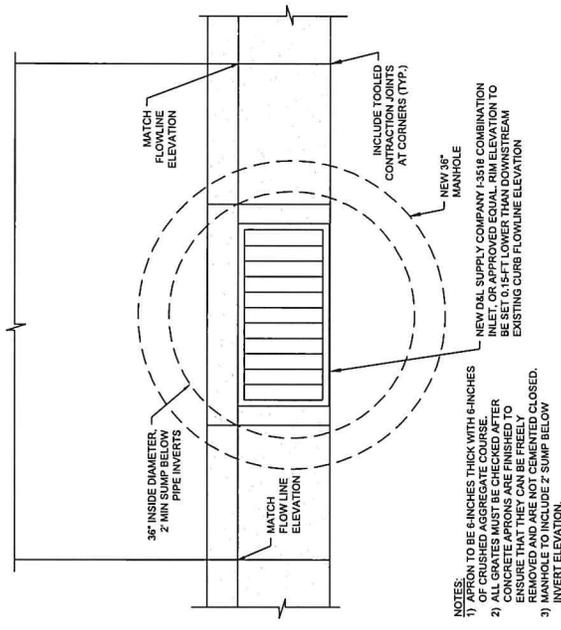


- NOTES:**
1. SPECIFIC MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY APPROVAL IS REQUIRED FOR A HORIZONTAL SEPARATION DISTANCE LESS THAN 10 FEET AND FOR A VERTICAL SEPARATION DISTANCE OF LESS THAN 1.5 FEET BETWEEN WATER MAIN AND GRAVITY STORM OR SANITARY SEWER MAIN.
  2. ALL CROSSINGS SHALL BE ARRANGED SO THAT THE SEWER MAIN JOINTS WILL BE EQUIDISTANT AND AS FAR AS POSSIBLE FROM THE WATER MAIN BEING CROSSED.
  3. ADEQUATE STRUCTURAL SUPPORT FOR PIPES AT CROSSINGS SHALL BE PROVIDED.

**4** DETAIL - WATER & SEWER MAIN SEPARATION  
SCALE: NONE

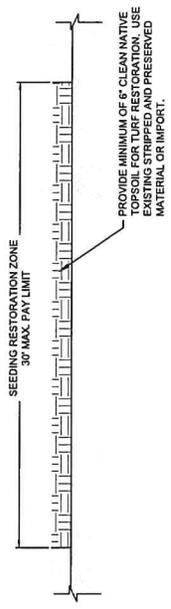


**2** DETAIL - SOD SURFACE  
SCALE: NONE

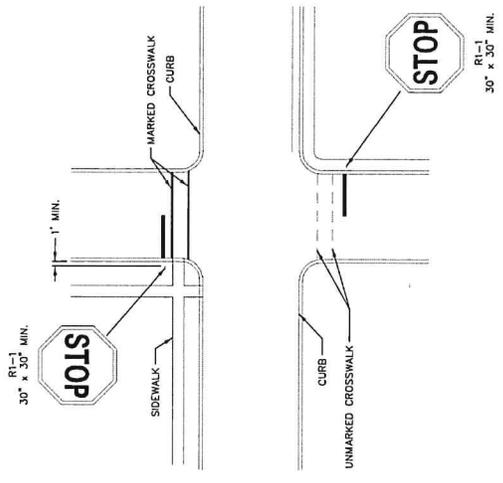


- NOTES:**
- 1) APRON TO BE 6 INCHES THICK WITH 6 INCHES OF CONCRETE CURB AT CORNERS (TYP).
  - 2) ALL GRATES MUST BE CHECKED AFTER CONCRETE APRONS ARE FINISHED TO ENSURE THAT THEY CAN BE FREELY OPENED AND CLOSED.
  - 3) MANHOLE TO INCLUDE 2\"/>

**5** DETAIL - STORM DRAIN INLET APRON  
SCALE: NONE



**3** DETAIL - INDIGENOUS TURF SURFACE RESTORATION  
SCALE: NONE



**6** DETAIL - STOP SIGN LAYOUT  
SCALE: NONE

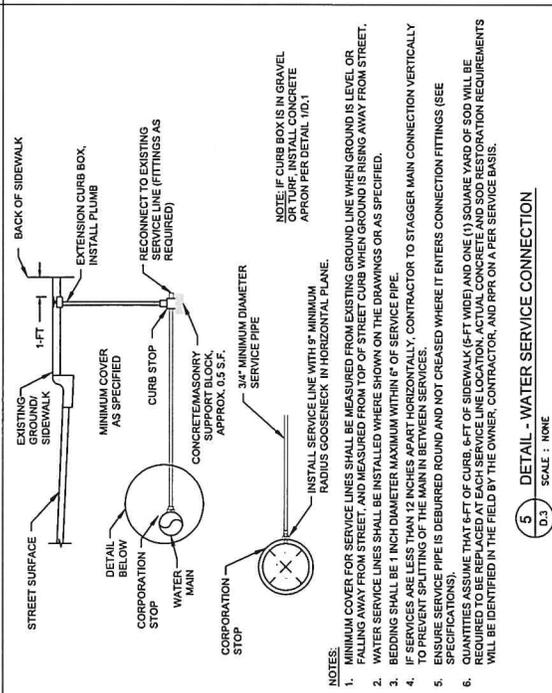
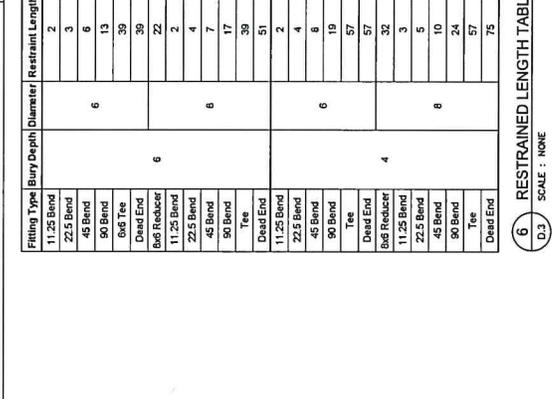
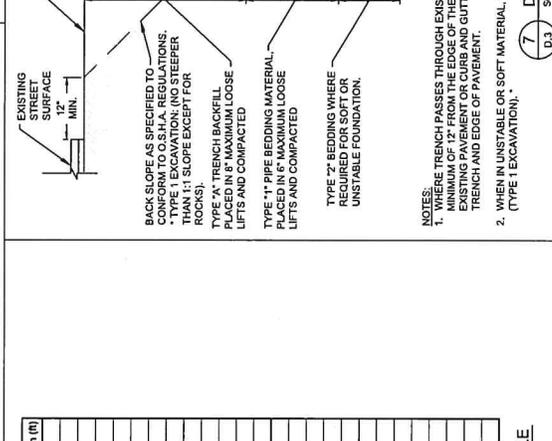
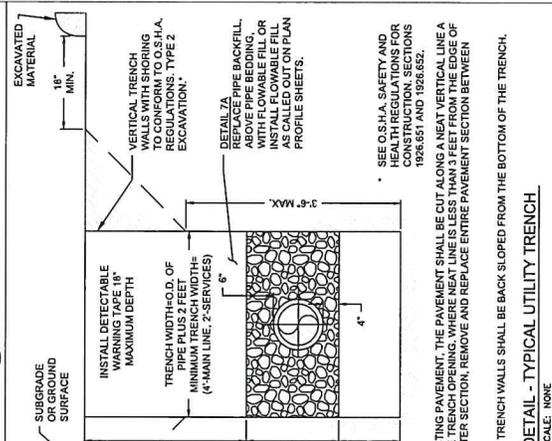
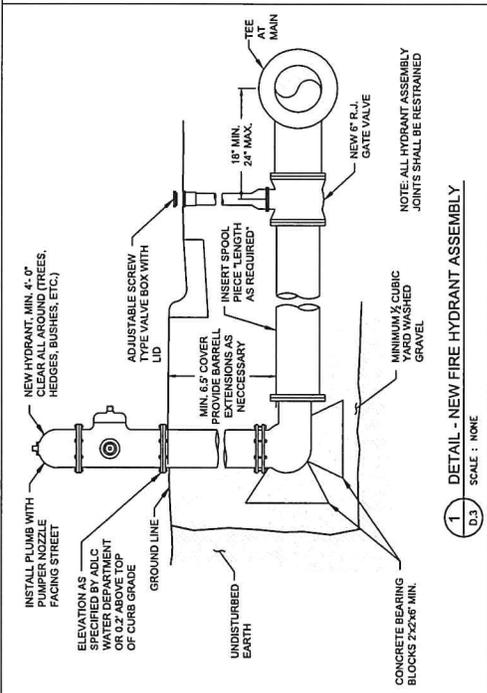
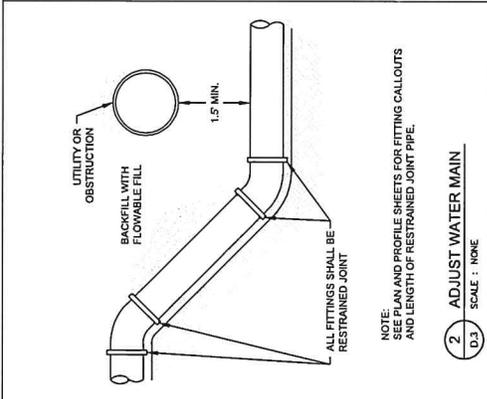
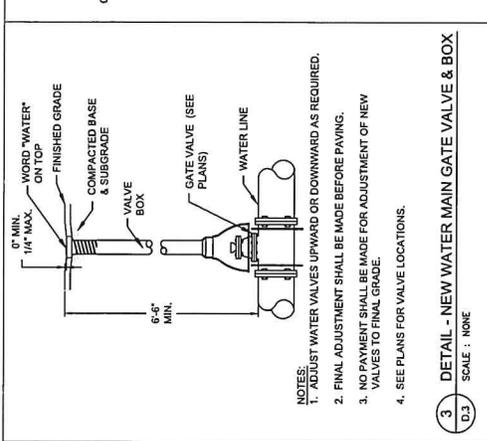
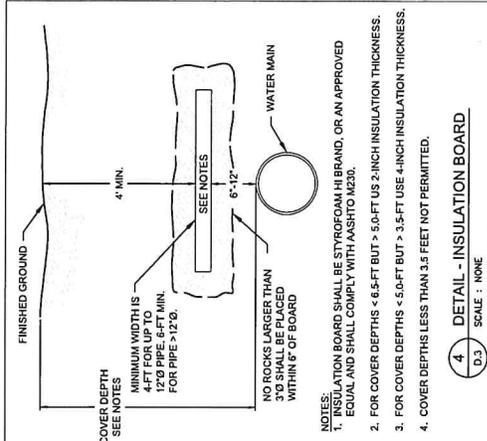
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**Copper Environmental**  
A PRISM SPECTRUM COMPANY  
Consulting

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(406) 563-2700

ADLC - UNION AVE AND FILLMORE ST IMPROVEMENTS  
GENERAL DETAILS

SHEET  
**D.2**



NO.	DATE	CADD	CHECK	APP'D	ISSUE/REVISION DESCRIPTION
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PRINTED: 8/12/2020 FILENAME: 195222-6691-01.dwg

ADLC - UNION AVE AND FILLMORE ST IMPROVEMENTS

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GENERAL DETAILS

SHEET D.3



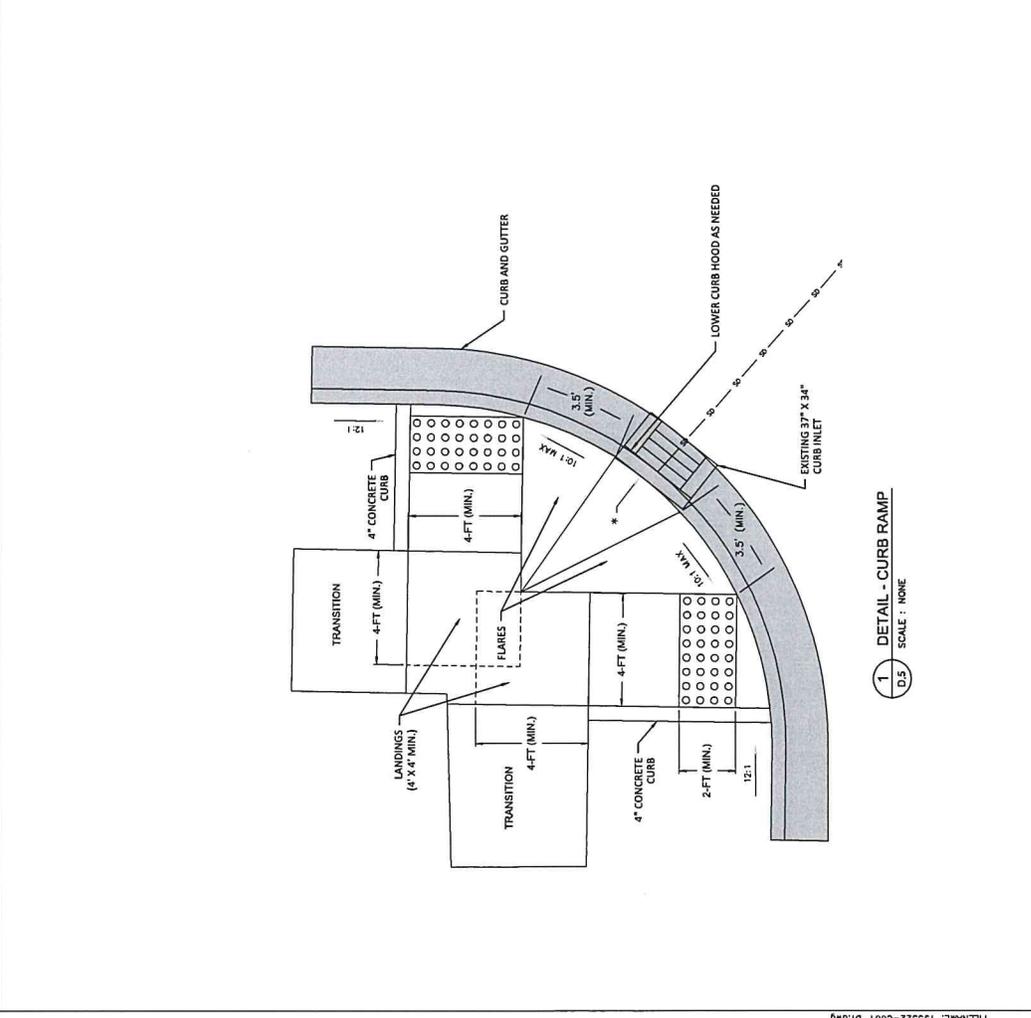
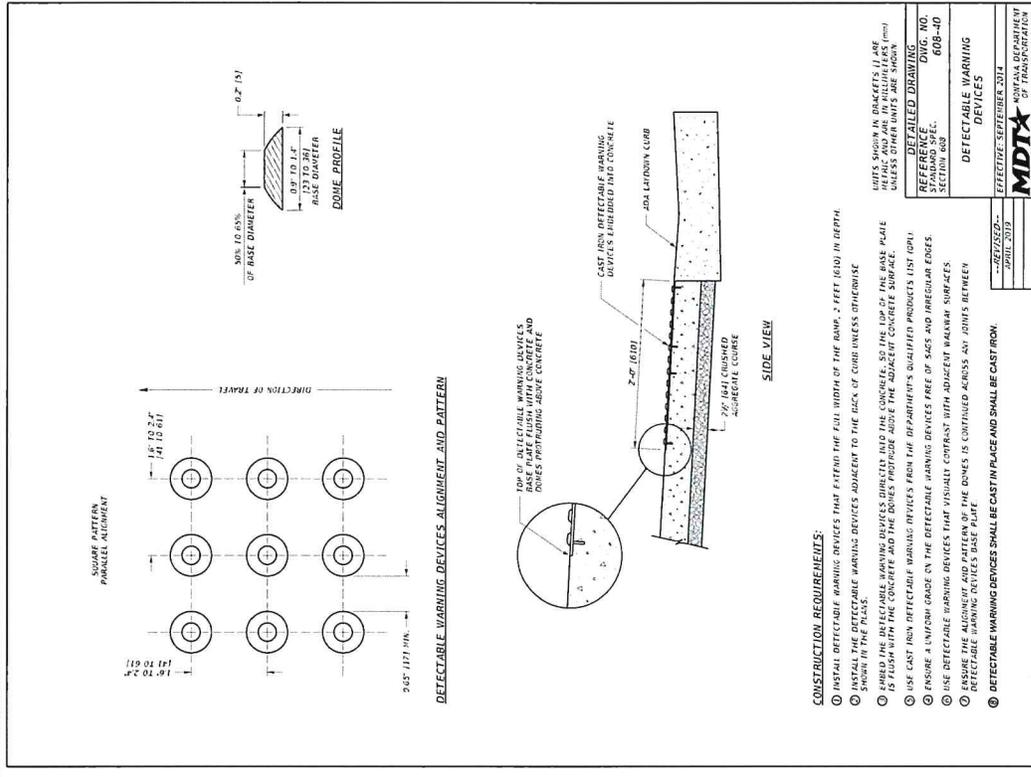
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A PRISM SPECTRUM COMPANY

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**Anaconda, MT 59711**  
**(406) 563-2700**

**ADLC - UNION AVE AND FILLMORE ST IMPROVEMENTS**  
**ADA DETAILS**

**SHEET**  
**D.5**



**CONSTRUCTION REQUIREMENTS:**

- INSTALL DETECTABLE WARNING DEVICES THAT EXTEND THE FULL WIDTH OF THE RAMP, 2 FEET (600) IN DEPTH, SHOWN IN THE PLANS.
- EMBED THE DETECTABLE WARNING DEVICES DIRECTLY INTO THE CONCRETE, SO THE TOP OF THE BASE PLATE IS FLUSH WITH THE CONCRETE AND THE DOMES PROTRUDE ABOVE THE ADJACENT CONCRETE SURFACE.
- USE CAST IRON DETECTABLE WARNING DEVICES FROM THE DEPARTMENT'S QUALIFIED PRODUCTS LIST (QPL).
- ENSURE A UNIFORM GRADE ON THE DETECTABLE WARNING DEVICES FREE OF SACS AND IRREGULAR EDGES.
- USE DETECTABLE WARNING DEVICES THAT VISUALLY CONTRAST WITH ADJACENT WALKWAY SURFACES.
- ENSURE THE ALIGNMENT AND PATTERN OF THE DOMES IS CONTINUED ACROSS ANY JOINTS BETWEEN DETECTABLE WARNING DEVICES BASE PLATE.
- DETECTABLE WARNING DEVICES SHALL BE CAST IN PLACE AND SHALL BE CAST IRON.

UNLESS SPECIFIC DIMENSIONS, TOLERANCES, FINISHES, AND MATERIALS ARE SPECIFIED IN THE DRAWING, ALL SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, UNLESS OTHERWISE SHOWN.

**DETAILED DRAWING:** DWG. NO. 608-4D  
**SECTION:** 608-4D  
**DATE:** 08/07/20  
**BY:** J. W. HARRIS  
**CHECKED:** J. W. HARRIS  
**DATE:** 08/07/20  
**SCALE:** AS SHOWN

**MDTA**  
MISSOURI DEPARTMENT OF TRANSPORTATION

**ADLC Union Ave. and Fillmore St.  
Estimate of Probable Costs (DRAFT)**

Item No.	Description	Estimated Quantity	Unit	Unit Price	Estimated Total
101	Mobilization-Demobilization	1	LS	\$ 37,777.00	\$ 37,777.00
102	Taxes, Bonds, and Insurance	1	LS	\$ 47,221.00	\$ 47,221.00
103	General Requirements	1	EA	\$ 47,221.00	\$ 47,221.00
104	Alt-Exploration - Extra Work	1	LS	\$ 30,000.00	\$ 30,000.00
105	Remove Concrete Curb and Gutter	84	LF	\$ 30.00	\$ 2,520.00
106	Street Excavation	1	LS	\$ 9,965.00	\$ 9,965.00
107	Install 8-inch PVC Water Main	1,556	LF	\$ 52.00	\$ 80,912.00
108	Install New 6-inch Gate Valves for Hydrants	3	EA	\$ 1,420.00	\$ 4,260.00
109	Install 8-inch Gate Valve	3	EA	\$ 1,755.00	\$ 5,265.00
110	Install 8-inch Fittings (bends, reducers, etc.)	6	EA	\$ 750.00	\$ 4,500.00
111	Install 8 X 6-inch Tee	3	EA	\$ 1,100.00	\$ 3,300.00
112	Install New 6-inch Fire Hydrant Assembly	3	EA	\$ 5,050.00	\$ 15,150.00
113	Install Domestic Service Line	5	EA	\$ 2,500.00	\$ 12,500.00
114	Install Fire Water Service Line	5	EA	\$ 3,500.00	\$ 17,500.00
115	Connect to Existing 6-inch Water Main	1	EA	\$ 1,400.00	\$ 1,400.00
116	Install 12-inch HDPE Storm Drain	166	LF	\$ 39.50	\$ 6,557.00
117	Install 18-inch HDPE Storm Drain	729	LF	\$ 78.50	\$ 57,218.65
118	Install 24-inch HDPE Storm Drain	1,092	LF	\$ 92.00	\$ 100,418.00
119	Install 36" Storm Drain Drop Inlet	5	EA	\$ 2,900.00	\$ 14,500.00
120	Install 48" Storm Drain Manhole	3	EA	\$ 3,000.00	\$ 9,000.00
121	Install 60" Storm Drain Manhole	4	EA	\$ 5,000.00	\$ 20,000.00
122	Construct Stormwater Ditch	700	LF	\$ 28.00	\$ 19,600.00
123	Install 6-inch Sewer Main	20	LF	\$ 55.00	\$ 1,100.00
124	Install 8-inch Sewer Main	787	LF	\$ 60.00	\$ 47,238.00
125	Install 48-inch Sewer Manholes	5	EA	\$ 3,500.00	\$ 17,500.00
126	Connect to Existing Sewer Main	0	EA	\$ 6,775.00	\$ -
127	Rigid Insulation Board	200	LF	\$ 27.00	\$ 5,400.00
128	Imported Backfill Material	2,409	CY	\$ 27.50	\$ 66,247.50
129	Crushed Base Course	7,420	SY	\$ 6.40	\$ 47,488.00
130	Asphalt Pavement	5,315	SY	\$ 32.50	\$ 172,737.50
131	Concrete Curb and Gutter	2,342	LF	\$ 28.00	\$ 65,576.00
132	Concrete Sidewalk	1,369	SY	\$ 86.00	\$ 117,734.00
133	Install ADA Ramp	4	EA	\$ 2,100.00	\$ 8,400.00
134	Pavment Markings	1	LS	\$ 1,500.00	\$ 1,500.00
135	Curb Painting	160	LF	\$ 2.00	\$ 320.00
136	Install Street Sign	1	EA	\$ 1,500.00	\$ 1,500.00
137	Topsoil and Seeding	1	LS	\$ 5,000.00	\$ 5,000.00
138	Utility Crossing	1	EA	\$ 688.00	\$ 688.00
139	Pothole Existing Utility	4	EA	\$ 356.00	\$ 1,424.00
140	Water Quality Control	1	EA	\$ 7,700.00	\$ 7,700.00
141	Traffic Control	1	LS	\$ 18,888.37	\$ 18,888.37
<b>Subtotal of Unit Price Items</b>					\$ 944,418.65
<b>Total Cost</b>					<b>\$ 1,133,226</b>

**ANACONDA-DEER LODGE COUNTY**

Courthouse – 800 Main Street

Anaconda, Montana 59711

Telephone (406) 563-4000

Fax (406) 563-4001



# **Anaconda Roadway Improvements Union Ave. and Fillmore St.**

**August 2020**

**PART 1 - SPECIFICATIONS**

The specifications for this project include sections from the Montana Public Works Standard Specifications (MPWSS), Sixth Edition, April 2010 as indicated in the following table of contents. If a section of a MPWSS is duplicated herein, the MPWSS shall be replaced by the section. Except as modified or otherwise noted, the entire MPWSS Standard Specification applies to this project.

<b>Section</b>	<b>Title</b>	<b>Location</b>
<b><u>DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS</u></b>		
00100	Invitation to Bid .....	Included Herein
00200	Instructions to Bidders .....	Included Herein
00410	Bid Form .....	Included Herein
00430	Bid Form Attachments.....	Included Herein
	Attachment A – Bid Bond .....	Included Herein
	Attachment B – Non-Collusion Affidavit .....	Included Herein
	Attachment C – Bidder Qualification Statement.....	Included Herein
00500	Agreement Form .....	Included Herein
00610	Sample Performance & Payment Bonds .....	Included Herein
00700	Standard General Conditions .....	MPWSS
00820	Supplementary Conditions.....	Included Herein
00900	Montana Prevailing Wage Rates – Highway Construction.....	Included Herein
00940	Standard Forms .....	Included Herein
<b><u>DIVISION 1 - GENERAL REQUIREMENTS</u></b>		
01010	Summary of Work.....	Included Herein
01020	Modifications to MPW Standard Specs (Div’s 1-3).....	Included Herein
01041	Project Coordination .....	MPWSS
01050	Field Engineering .....	MPWSS
01060	Permits .....	Included Herein
01070	Storm Water Quality .....	Included Herein
01090	References.....	MPWSS
01150	Measurement and Payment.....	Included Herein
01300	Submittals.....	Included Herein
01400	Contractor Quality Control and Owner Quality Assurance .....	Included Herein
01500	Construction and Temporary Facilities .....	MPWSS
01570	Construction Traffic Control.....	Included Herein
01700	Contract Close-Out .....	Included Herein

<b>Section</b>	<b>Title</b>	<b>Location</b>
<b><u>DIVISION 2 - SITE WORK</u></b>		
02112	Removal of Existing Pavement, Concrete Curb, Sidewalk..... Driveway and/or Structures	MPWSS
02113	Adjusting Existing Manholes, Lamp poles, Inlets, Water Valve Boxes, ..... Water Services and Fire Hydrants	MPWSS
02114	Remove and Relocate Existing Features .....	Included Herein
02151	Shoring and Bracing.....	Included Herein
02221	Trench Excavation and Backfill for Pipelines and Appurtenant Structures.....	MPWSS
02223	Revegetation .....	Included Herein
02230	Street Excavation, Backfill and Compaction.....	MPWSS
02235	Crushed Base Course.....	MPWSS
02502	Asphalt Prime and/or Tack Coat.....	MPWSS
02505	Construction Seal .....	MPWSS
02510	Asphalt Concrete Pavement.....	MPWSS
02515	Portland Cement Concrete Pavement.....	MPWSS
02528	Concrete Curb and Gutter .....	MPWSS
02529	Concrete Sidewalks, Driveways, Approaches, Curb Turn Fillets .....	MPWSS
	Valley Gutters and Misc. New Concrete Construction	
02581	Pavement Markings and Markers .....	MPWSS
02582	Reflective Thermoplastic Pavement Markings.....	MPWSS
02720	Storm Drain Systems .....	MPWSS

**PART 2 - APPENDICES**

Appendix A – Soils Characterization Report

Appendix B - Drawings



**ANACONDA-DEER LODGE COUNTY**

Courthouse – 800 Main Street

Anaconda, Montana 59711

Telephone (406) 563-4000

Fax (406) 563-4001



# DIVISION 0



**PART 1 - GENERAL**

Notice is hereby given that the Anaconda Deer Lodge County is requesting separate sealed bids for construction of ADLC Roadway Improvements – Union Ave. and Fillmore St. **Bids will be received by Anaconda Deer Lodge County at the Issuing Office, which is defined as the Chief Executive’s Office, in the County Courthouse, 800 Main St., Anaconda, MT 59711 until 2 P.M. local time, Thursday, September 10<sup>th</sup>, 2020.** Reading of the bids will then take place at 2:15 in the 1<sup>st</sup> Floor Conference Room of the Anaconda Local Development Center at 118 E 7 St., Anaconda MT 59711. Project generally includes, but is not limited to the following:

- Installation of 1556-LF of 8-inch PVC water mains along currently proposed sections of Union Ave.;
- Installation of 1,162-LF of 8-inch sanitary sewer main along currently proposed sections of Union Ave.;
- Installation of 724-LF of 18- inch HDPE storm drains along Union Ave.;
- Installation of 1,092-LF of 24- inch HDPE storm drains along Union Ave.;
- Installation of 5 new gate valves;
- Installation of 3 fire hydrant assemblies;
- Installation of 10 water service line and curb stops;
- Installation of 8 storm drain manholes;
- Installation of 1 sanitary sewer taps;
- Installation of 6 sanitary sewer manholes;
- All associated fittings and connections;
- Excavation and handling of potentially contaminated material for utility installation and road construction.
- Backfill of contaminated areas with approved materials such as pipe bedding and structural backfill
- Subgrade preparation, road construction, asphalt, sod, and seed surface restoration; and
- Provisions for traffic control and for temporary water supply.

Complete bidding documents for this project are available in electronic form. Bidding Documents may be viewed and ordered online by registering with [www.aeplans.com](http://www.aeplans.com). Following registration, complete sets of Bidding Documents may be downloaded as “zipped” portable document format (PDF) files by selecting the public project, **ADLC ROADWAY IMPROVEMENTS – Union Ave. and Fillmore St.** Printed copies of the bid documents are not available from the Engineer or the Owner. Bid documents may be viewed online and downloaded without charge and without deposit from [www.aeplans.com](http://www.aeplans.com) and are available to your local plan rooms and reprographers. If software/website technical assistance is needed please call toll free (888)-320-3032. Downloaded files may be printed on the plan holder’s equipment. Printed copies may be ordered from reprographic companies through the website or by contacting a reprographer directly. The cost of printed Bidding Documents through [www.aeplans.com](http://www.aeplans.com) will depend on the number of the Drawings and Specifications ordered, applicable taxes, and shipping method selected by the prospective Bidder. Cost of Bidding Documents and shipping is non-refundable.

No hard copies will be sent. Addenda to the project will be posted on the website and registered plan holders will be provided e-mail notification of addenda when posted. Bidders must register through the web site to be notified of addenda. The Bidder is responsible for periodically checking the site. The Contractor that is awarded the project will be responsible for printing all documents necessary for performing the work.

A mandatory pre-bid conference will be held in the 1<sup>st</sup> Floor Conference Room of the Anaconda Local Development Corporation, 118 E. 7 St., on Monday, September 7<sup>th</sup>, 2020 at 2:00 P.M. Interested Contractors are required to attend the pre-bid conference.

For questions, please contact Mike Johnson, Copper Environmental Consulting at (406) 560-5906.

Contractor and any of the Contractor’s Subcontractors doing work on this project will be required to obtain registration with the Montana Department of Labor and Industry (DLI). Forms for registration are available from the Department of Labor and Industry, P.O. Box 8011, 1805 Prospect, Helena, Montana 59604-8011. Information on registration can be obtained by calling 1-406-444-7734. Contractors are required to have registered with the DLI prior to bidding on this project.

All laborers and mechanics employed by Contractor or Subcontractors in performance of the construction work shall be paid wages in accordance with the Montana Prevailing Wage Rates. There are no DBE or Buy American requirements. The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

In accordance with the provisions set forth in MCA Title 28-2-2115 – Alternate Billing Cycle, payment provisions will also be modified to allow coordination with this funding agency. This contract allows the Owner to approve the Contractor's payment request within thirty (30) days after it is received by the Owner.

Bid security shall be furnished in accordance with the Instructions to Bidders. Each Bid or proposal must be accompanied by a Certified Check, Cashier's Check, or Bid Bond payable to Anaconda-Deer Lodge County, in an amount not less than Ten percent (10%) of the total amount of the Bid. Successful Bidders shall furnish an approved Performance Bond and a Labor and Materials Payment Bond, each in the amount of one hundred percent (100%) of the Contract amount. Insurance as required shall be provided by the successful Bidder(s) and a Certificate(s) of that insurance shall be provided.

No bid may be withdrawn after the scheduled time for the closing of bids, which is **2 P.M. local time, Thursday, September 10<sup>th</sup>, 2020**. Public Reading of the bids will take place at 2:15 in the 1<sup>st</sup> Floor Conference Room of the Anaconda Local Development Corporation at 118 E 7 St., Anaconda MT 59711.

The right is reserved to reject any or all proposals received, to waive informalities, to postpone the award of the contract for a period not to exceed sixty (60) days, and to accept the lowest responsive and responsible bid which is in the best interest of the Owner.

Anaconda Deer Lodge is an Equal Opportunity Employer.

**Published, this 21<sup>th</sup> day of August, 2020:**

/s/ Bill Everett  
Chief Executive  
(Owner’s Representative)  
Address: 800 Main Street, Anaconda, MT 59711

**2<sup>nd</sup> Publication: August 28, 2020**

Newspapers: Anaconda Leader

**ARTICLE 1 - DEFINED TERMS**

Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and the Special Provisions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof:

- A. "Bidder" – The individual or entity who submits a Bid directly to Owner.
- B. "Issuing Office" – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- C. "Successful Bidder" – The lowest responsible Bidder submitting a responsive Bid to whom the Owner (on the basis of the Owner's evaluations as hereinafter provided) makes an award.

**ARTICLE 2 - COPIES OF BIDDING DOCUMENTS**

2.01 Complete bidding documents for this project are available in electronic form. Bidding documents may be viewed online and downloaded without charge and without deposit from [www.aeplans.com](http://www.aeplans.com) and are available to your local plan rooms and reprographers. If software/website technical assistance is needed please call toll free (888)-320-3032. Bidders must register through the web site to be notified of addenda. Bid documents are not available from the Engineer or the Owner, but they may be obtained from most plan rooms and reprographic firms for a fee. Printed copies may be ordered from reprographic companies through the website or by contacting a reprographer directly. Downloaded files may be printed on the plan holder's equipment. Plan holders are responsible for their own reproduction costs.

2.02 Complete sets of Bidding Documents must be used in preparing Bids. Neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

**ARTICLE 3 - QUALIFICATION OF BIDDERS**

3.01 In determining the lowest responsible bid, the following elements will be considered: whether the Bidder involved (a) maintains a permanent place of business; (b) has adequate labor and equipment to do the work properly and expeditiously; (c) has a suitable financial status to meet obligations incident to the work; and (d) has appropriate technical experience.

3.02 Each Bidder may be required to show that former work performed by the Bidder has been handled in such a manner that there are no just or proper claims pending against such work. No Bidder will be acceptable if engaged on any other work which impairs the Bidder's ability to finance this contract. The Bidder shall demonstrate the Bidder's ability by meeting all requirements herein stipulated, if asked for them.

**ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA AND SITE**

4.01 Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by Owners of such Underground Facilities, including Owner, or others. Owner and Engineer do not assume responsibility for the accuracy or completeness thereof unless expressly provided otherwise elsewhere.

4.02 Adequacy of Data Furnished: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in paragraph 4.06 of the General Conditions.

4.03 Access to the Site: Upon request, Owner will provide Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill and compact all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 It is the responsibility of each Bidder before submitting a Bid to:

- A. Examine and carefully study the Bidding Documents including any Addenda and the other related data identified in the Bidding Documents;
- B. Visit the site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work; including but not limited to those general and local conditions affecting transportation, disposal, handling and storage facilities, availability of labor, water, power, roads, climactic conditions and seasons, physical conditions at the work Sites and project area as a whole, job site topography and ground conditions, equipment and facilities needed preliminary to and during work prosecution;
- C. Become familiar with and satisfy all Federal, State and Local Laws and Regulations that may affect cost, progress, or performance of the Work;
- D. Obtain and carefully study (or assume responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;
- E. Agree at the time of submitting its bid that no further examinations, investigations, explorations, tests, studies or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;
- F. Become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicted in the Bidding Documents;
- G. Correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;
- H. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to the Bidders; and
- I. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.05 Representation Made by Submitting a Bid: The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences or procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in Bidding Documents and the written resolutions thereof by Engineer are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

**ARTICLE 5 - PRE-BID CONFERENCE**

A pre-Bid conference will be held at the time and place listed in the Invitation to Bid. Representatives of Owner and Engineer will be present to discuss the project. Bidders are required to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

**ARTICLE 6 - SITE AND OTHER AREAS**

The Site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents.

**ARTICLE 7 - INTERPRETATIONS AND ADDENDA**

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued to plan holders by Addenda posted to [www.aeplans.com](http://www.aeplans.com) website. Registered plan holders will be provided e-mail notification of addenda when posted. Questions received less than ten (10) days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct or change the Bidding Documents as deemed advisable by Owner or Engineer.

7.03 Any addenda issued during the time of bidding shall be covered in the Bid and shall be made a part of the Agreement. Receipt of each addendum shall be acknowledged on the Bid Form. Any Bid in which all issued addenda are not acknowledged will be considered incomplete and will not be read.

**ARTICLE 8 - BID SECURITY**

8.01 A Bid must be accompanied by Bid Security made payable to Owner in an amount of ten percent (10%) of Bidder's maximum Bid price and in the form of cash, a cashier's check, certified check, bank money order, or bank draft, in any case drawn and issued by a national banking association located in Montana or by any banking corporation incorporated under the laws of Montana; or a Bid Bond (on the form attached) issued by a surety authorized to do business in Montana meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.

8.02 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents and furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within fifteen (15) days after the Notice of Award, Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of (7) seven days after the Effective Date of the Agreement or sixty-one (61) days after the Bid opening, whereupon Bid Security furnished by such Bidders will be returned. Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within (7) seven days after Bid opening.

**ARTICLE 9 - CONTRACT TIMES AND LIQUIDATED DAMAGES**

The number of days within which, or the dates by which, the Work is to be Substantially Completed and also completed and ready for final payment are set forth in the Agreement. Provisions for liquidated damages are set forth in the Agreement.

**ARTICLE 10 - SUBSTITUTE AND "OR-EQUAL" ITEMS**

10.01 All other Equipment and Materials: The contract, if awarded, will be the basis of material and equipment described in the Drawings or specified in the Specifications. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the "effective date of the Agreement". The procedure for submittal of any such application by Contractor and consideration by Engineer is set forth in Article 6.05 of the General Conditions which may be modified by the Special Provisions, Section 00820 of the project manual.

10.02 Bidders shall not expect or make any claim for compensation from Owner or Engineer for any costs, losses or damages arising out of or relating to or resulting from the above.

**ARTICLE 11 - SUBCONTRACTORS, SUPPLIERS AND OTHERS**

11.01 If the Owner requests the identity of subcontractors, suppliers, individuals or entities, the apparent Successful Bidder, and any other Bidder so requested, shall submit to Owner, within five (5) days after Bid opening, a list of all such subcontractors, suppliers, individuals or entities proposed for those portions of the Work for which such identification is requested. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each subcontractor, supplier, individual, or entity. If Owner or Engineer after due investigation has reasonable objection to any proposed subcontractor, supplier, individual or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

11.02 If the apparent Successful Bidder declines to make any such substitution, the Owner may determine such Bidder to be non-responsive and reject the Bid. Declining to make requested substitution will not constitute grounds for forfeiture of the Bid Security of any Bidder. Any subcontractor, supplier, individual or entity so listed and against which Owner and Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement, as provided in Paragraph 6.06 of the General Conditions.

11.03 Contractor shall not be required to employ any subcontractor, supplier, individual, or entity against whom Contractor has reasonable objection.

**ARTICLE 12 - PREPARATION OF BID**

12.01 The Bid Form is included with the Bidding Documents in editable PDF format. Bids shall be strictly in accordance with the prescribed form. Any modifications thereof or deviations therefrom may be considered as sufficient cause for rejection. Bids carrying riders or qualifications to the Bid being submitted may be rejected as irregular.

12.02 All blanks on the Bid Form shall be completed electronically and the completed Bid printed and signed. Modifications necessary after printing can be made by a single cross out and by printing in ink or by typewriter and initialing the change. A Bid price shall be indicated for each Bid item listed therein, or the words “No Bid”, “No Change”, or “Not Applicable” entered.

12.03 Bids by a corporation must be executed in the corporate name by the president or a vice-president or other corporate officer who is authorized to bind the corporation, and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature. The Bid of a corporation, which is signed by a person other than a corporate officer, must be accompanied by evidence of authority to sign.

12.04 A bid by a partnership shall be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

12.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The State of formation of the firm and the official address of the firm must be shown below the signature.

12.06 A Bid by an individual shall show the Bidder’s name and official address.

12.07 A Bid by a Joint Venture shall be executed by each Joint Venturer in the manner indicated on the Bid form. The official address of the Joint Venture must be shown below the signature.

12.08 All signatures are to be in ink and names must be typed or printed below the signature. The title of the person(s) executing the Bid shall be clearly indicated beneath the signature.

12.09 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form). Bids in which all issued addenda are not acknowledged will be considered incomplete and will not be read.

12.10 The address and telephone number for communications regarding the Bid must be shown.

12.11 Current Montana Contractor’s registration number must be shown.

**ARTICLE 13 - BASIS OF BID; EVALUATION OF BIDS**

13.01 Bidders shall submit a Bid on a unit price and/or lump sum basis for each item of Work listed in the Bid schedule as provided in the Bid form. The Bid will not be considered unless the Bid Form contains entries for all unit price and/or lump sum items, and alternates, as shown on the Bid Form. Bids and totals shall be shown legibly in their proper locations. The total amount of the Bid shall be legibly written and numerically presented in the proper places and the Bid Form shall be manually signed.

13.02 The total of all estimated prices will be determined as the sum of the products of the estimated quantity of each item and the unit price bid for the item. The final quantities and Contract Price will be determined in accordance with paragraph 11.03 of the General Conditions.

13.03 Discrepancies between the multiplication of units of Work and unit price will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the figures.

**ARTICLE 14 - SUBMITTAL OF BID**

14.01 Each prospective Bidder is to execute one complete Bid Submittal as defined in section 15.04 below. The Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Invitation to Bid and shall be enclosed in an opaque sealed envelope, plainly marked with the Project title, the name and address of Bidder, and shall be accompanied by the Bid Security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED". A mailed bid shall be addressed to the address shown in the Invitation to Bid.

14.02 Other Bid Submittal Requirements

- A. The Bid will not be considered unless accompanied by proper Bid Security in accordance with Article 8 of these Instructions to Bidders.
- B. Alternative Bids will not be considered unless called for.
- C. Bids by telephone, telegraph, fax or other telecommunication systems will not be considered.

14.03 The following items shall be completed as part of the Bid submittal.

- A. Complete all required items on Bid Form including addendum acknowledgement, unit prices, total bid in words, and signatures – Section 00410.
- B. Provide completed Bid Bond or other evidence of Bid Security – Section 00430.
- C. Provide completed Non-Collusion Affidavit – Section 00430.
- D. Provide an electronically completed Bidder Qualifications Statement – Section 00430.

**ARTICLE 15 - MODIFICATION AND WITHDRAWAL OF BIDS**

15.01 Bids may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids as called for in the Invitation to Bid. Requests for modification or withdrawal must be written and must be signed in the same manner and by the same person(s) who signed the Bid.

15.02 If, within twenty-four hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, if the Work is rebid or negotiated, that Bidder will be disqualified from further bidding on the Work.

**ARTICLE 16 - OPENING OF BIDS**

Bids will be opened at the time set for opening in the Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids. During the opening of bids, item required by Article 14 will be checked for inclusion only. The completeness of these items will be fully checked prior to Award of Contract. Items submitted incomplete will render bid non-responsive.

**ARTICLE 17 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

All bids will remain subject to acceptance for sixty (60) days after the day of the Bid Opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

**ARTICLE 18 - AWARD OF CONTRACT**

18.01 Owner reserves the right to reject any and all Bids, including without limitation, nonconforming, nonresponsive, unbalanced or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsive. Owner also reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder. Owner reserves the right to reject the Bid of any Bidder if Owner believes it would not be in the best interest of the Project to make an award to that Bidder whether because Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner.

18.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of the Bidder and the rejection of all Bids in which that Bidder has an interest.

18.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice to Proceed.

18.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of subcontractors, suppliers, and other individuals or entities proposed for portions of the Work.

18.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, individuals or entities to perform the Work in accordance with the Contract Documents.

18.06 If the Contract is to be awarded, only one prime contract will be awarded. Furthermore, Owner will award the Contract to the responsible Bidder whose Bid, conforming with all material terms and conditions of the Bidding Documents, includes the lowest combination of awarded schedules, is in the best interest of the Project, and other factors considered. The Owner reserves the right to accept or reject the Bids, or portions of Bids if denoted in the Bid as separate schedules. The Owner reserves the right to cancel the award of any Agreement at any time before the complete execution of said Agreement by all parties without any liability against the Owner.

**ARTICLE 19 - CONTRACT SECURITY**

Article 5 of the General Conditions, as may be modified by the Special Provisions, sets forth Owner's requirements as to Performance Bond, Payment Bond, and certificates of insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by such Bonds and insurance.

**ARTICLE 20 - SIGNING OF AGREEMENT**

When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within fifteen (15) days thereafter, Successful Bidder shall sign and deliver the Agreements and attached documents to Owner. Within fifteen (15) days thereafter Owner shall deliver at least one fully signed counterpart to Successful Bidder.

**ARTICLE 21 - STATE LAWS AND REGULATIONS**

21.01 All applicable laws, ordinances and the rules and regulations of authorities having jurisdiction over construction of the project shall apply to the Contract throughout. State laws and ordinances which the Contractor must comply with, include but are not limited to, those involving workmen's compensation insurance, Contractor registration, employment preference to Montana Contractors and Montana residents, and gross receipts tax.

21.02 Gross Receipts Tax. In accordance with Title 15, Chapter 50 MCA, the Owner will withhold, in addition to other amounts withheld as provided by law or as specified herein, 1 percent (1%) of all payments due the Contractor and shall transmit such moneys to the Montana Department of Revenue.

21.03 Contractor Registration: Title 39, Chapter 9, Part 2, MCA requires Contractors to be registered with the Montana Department of Labor and Industry. No bids will be considered that do not carry the Bidder's Montana Contractor's Registration number on the bid form. Contact the Montana Department of Labor and Industry for registration at P.O. Box 8011, 1805 Prospect, Helena, MT 59604-8011 or 1-(406) 444-7734.

**ARTICLE 22 - COMPLIANCE WITH LABOR AND WAGE STANDARDS**

22.01 The work under this contract is to be paid for in part by state and/or federal funds. Minimum prevailing wage rates published by the Montana Department of Labor and Industry must be followed for this project and are included in the bidding documents. The wage rates are minimums only and the Owner does not guarantee that labor can be procured for the minimum wages stated.

22.02 The minimum wages included in the project manual are not controlling except at the minimum for the purpose of Montana Law or the Davis-Bacon Act. Therefore, it is incumbent upon each employer to pay the standard prevailing rate of wages including fringe benefits for health and welfare and pension contributions, and travel allowance provisions in effect and applicable to the county or locality in which the work is being performed.

22.03 "Travel Allowance", in effect at the time of contract award, and according to latest information received by the State of Montana Department of Labor and Industry, Labor Standards Division, shall be adhered to where applicable. It is incumbent on the employer to determine the amounts due for each craft employed.

22.04 In compliance with Montana Law Section 18-2-401 through 18-2-432 MCA, Contractor shall post in a prominent location on the project work site, not later than the first day of work, a legible statement of all wages

to be paid to the employees employed on the project. Any infraction of the labor laws of the State of Montana will be forwarded to the State of Montana Department of Labor and Industry.



**PROJECT NAME:** ALDC Roadway Improvements – Union Ave. and Fillmore St.

**PROJECT LOCATION:** Anaconda, Montana

**ARTICLE 1 - BID RECIPIENT**

**1.01** This Bid is submitted to: **Anaconda Deer Lodge County**  
**Attn: Bill Everett, CEO**  
**800 Main Street**  
**Anaconda, MT 59711**

**1.02** The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 - BIDDER’S ACKNOWLEDGEMENTS**

**2.01** Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 - BIDDER’S REPRESENTATIONS**

**3.01** In submitting this Bid, Bidder represents that:

**A.** Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date

**B.** Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

**C.** Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Supplementary Condition 4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Supplementary Condition 4.06 as containing reliable "technical data."

E. Bidder has obtained and considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

F. Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

**ARTICLE 4 - BIDDER'S CERTIFICATION**

A. Bidder certifies that:

B. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

C. No official of the Owner, Engineer, or any member of such officials' immediate family, has direct, or indirect interest in the pecuniary profits or contracts of the Bidder;

- D. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- E. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- F. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.F:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**ARTICLE 5 - BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the prices listed in the table below.

- A. Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.
- B. Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.
- C. The undersigned agrees that the unit prices shall govern in checking the Bid, and should a discrepancy exist in the Total Estimated Price and the Total Amount of Unit Prices Bid as listed above after extensions are checked and corrections made, if any, the Total Amount of Unit Prices Bid as corrected shall be used in awarding this Contract.
- D. The Owner reserves the right to reject any or all bids.
- E. The table below consists of the Base Bid.

Item #	Description	Quantity	Unit	Unit Price	Total Cost
101	Mobilization-Demobilization	1	LS		\$ -
102	Taxes, Bonds, and Insurance	1	LS		\$ -
103	General Requirements	1	EA		\$ -
104	Alt-Exploration - Extra Work	1	LS	\$ 30,000.00	\$ 30,000.00
105	Remove Concrete Curb and Gutter	84	LF		
106	Street Excavation	1	LS	\$ 9,965.00	\$ 9,965.00
107	Install 8-inch PVC Water Main	1,556	LF		\$ -
108	Install New 6-inch Gate Valves for Hydrants	3	EA		\$ -
109	Install 8-inch Gate Valve	3	EA		\$ -
110	Install 8-inch Fittings (bends, reducers, etc.)	6	EA		\$ -
111	Install 8 X 6-inch Tee	3	EA		\$ -
112	Install New 6-inch Fire Hydrant Assembly	3	EA		\$ -
113	Install Domestic Service Line	5	EA		\$ -
114	Install Fire Water Service Line	5	EA		\$ -
115	Connect to Existing 6-inch Water Main	1	EA		\$ -
116	Install 12-inch HDPE Storm Drain	156	LF		\$ -
117	Install 18-inch HDPE Storm Drain	724	LF		\$ -
118	Install 24-inch HDPE Storm Drain	1,092	LF		\$ -
119	Install 36" Storm Drain Drop Inlet	6	EA		\$ -
120	Install 48" Storm Drain Manhole	4	EA		\$ -
121	Install 60" Storm Drain Manhole	4	EA		\$ -
122	Construct Stormwater Ditch	700	LF		\$ -
123	Install 6-inch Sewer Main	20	LF		\$ -
124	Install 8-inch Sewer Main	1,162	LF		\$ -
125	Install 48-inch Sewer Manholes	6	EA		\$ -
126	Connect to Existing Sewer Main	0	EA		\$ -
127	Rigid Insulation Board	200	LF		\$ -
128	Imported Backfill Material	2,409	CY	\$ 27.50	\$ 66,247.50
129	Crushed Base Course	7,420	SY		\$ -
130	Asphalt Pavement	5,315	SY		\$ -
131	Concrete Curb and Gutter	2,342	LF		\$ -
132	Concrete Sidewalk	1,369	SY		\$ -
133	Install ADA Ramp	4	EA		\$ -
134	Pavment Markings	1	LS		\$ -
135	Curb Painting	160	LF		\$ -
136	Install Street Sign	1	EA		\$ -
137	Topsoil and Seeding	1	LS		\$ -
138	Utility Crossing	1	EA		\$ -
139	Pothole Existing Utility	4	EA		\$ -
140	Water Quality Control	1	EA		\$ -
141	Traffic Control	1	LS		\$ -
<b>Total Base Bid in Numbers</b>					<b>\$ -</b>

---

Total Base Bid in Words

**ARTICLE 6 - TIME OF COMPLETION**

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in Section 4.02 of the Agreement, according to the schedule selected by the owner with the Notice to Proceed.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 - ATTACHMENTS TO THIS BID**

7.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bid security in the amount of 10% of the maximum Bid price including alternates, if any, and in the form of a Bid Bond identified in the Instructions to Bidders.
- B. Required Affidavit of Non-Collusion.
- C. Completed Bidder Information Form.

**ARTICLE 8 - DEFINED TERMS**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 - BID SUBMITTAL**

9.01 This Bid is submitted by:

Contractor Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Submittal Date: \_\_\_\_\_

Montana Contractor's Registration #: \_\_\_\_\_

Employer's Tax ID No: \_\_\_\_\_

**If Bidder is:**

An Individual

By: \_\_\_\_\_

Name (typed or printed): \_\_\_\_\_

(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Date of Qualification to do business in Montana is \_\_\_\_/\_\_\_\_/\_\_\_\_.

A Joint Venture

Name of Joint Venture: \_\_\_\_\_ (SEAL)

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

**BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (*Name and Address*):

SURETY (*Name and Address of Principal Place of Business*):

OWNER (*Name and Address*): Anaconda Deer Lodge County  
800 Main Street  
Anaconda, MT 59711

Bid Due Date: September 10<sup>th</sup>, 2020

Description (Project Name and Include Location): ALDC Roadway Improvements – Union Ave. and Fillmore St.

Bond Number:

Date (Not earlier than Bid due date):

Penal sum: \_\_\_\_\_ \$ \_\_\_\_\_  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

**SURETY**

\_\_\_\_\_  
Bidder's Name and Corporate Seal

\_\_\_\_\_  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**NON-COLLUSION AFFIDAVIT**

**(Execute and Provide with Completed Bid Form)**

State of Montana

County of Deer Lodge

The undersigned, being duly sworn, deposes and says that he is \_\_\_\_\_ (sole owner, a partner, president, etc.) of \_\_\_\_\_, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, nor that anyone shall refrain from bidding; that said Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of said Bidder or any other Bidder, nor to fix any overhead, profit, or cost element of such bid price, nor of that of any other Bidder, nor to secure any advantage against the public body awarding the Contract or anyone interested in the proposed Contract; that all statements contained in such bid are true; and, further, that said Bidder has not directly or indirectly, submitted his bid price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay fees in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member or agent thereof, nor to any other individual except to such person or persons as have a partnership or other financial interest with said Bidder in his general business.

Subscribed and sworn to before me this  
 \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
 Notary Public for the State of Montana  
 My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
 CONTRACTOR

\_\_\_\_\_  
 (Signature of Authorized Representative)

\_\_\_\_\_  
 TITLE

\_\_\_\_\_  
 DATE

**BIDDER QUALIFICATIONS STATEMENT**

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

**1. SUBMITTED BY**

Official Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**2. CONTRACTOR'S CONTACT INFORMATION**

Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**3. CONTRACTOR'S SUPERINTENDENT INFORMATION**

Superintendent Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**4. BONDING INFORMATION**

Bonding Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Bonding Agent: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Aggregate Bonding Capacity: \_\_\_\_\_  
Available Bonding Capacity as of date of this submittal: \_\_\_\_\_

**5. FINANCIAL INFORMATION**

Financial Institution: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Account Manager: \_\_\_\_\_  
Phone: \_\_\_\_\_

**6. LIST OF PROPOSED SUBCONTRACTORS:**

List on **Schedule A** all Subcontractors proposed for use on Owner's Project.

**7. CONSTRUCTION EXPERIENCE:**

Work in Progress: List on **Schedule B** all uncompleted projects currently under contract.  
Previous Experience: List on **Schedule C** relevant projects completed within the last 5 Years.

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

YES  NO

If YES, attach details including project location, reason for failure or termination, and Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

YES  NO

If YES, attach details including project location, reason for failure or termination, and Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

YES  NO

If YES, attach details including project name, date of work, size of contract, and Project Owner's contact information.

**8. SAFETY PROGRAM:**

Name of Contractor's Safety Officer: \_\_\_\_\_

Has the firm listed in Section 1, any Corporate Officer, Partner, Joint Venture participant or Proprietor, received any safety citations or violations under any state within the last 5 years?

YES  NO

If YES, attach details including safety citations or violations.

Has any proposed Subcontractors furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid received any safety citations or violations under any state within the last 5 years?

YES  NO

If YES, attach details including safety citations or violations.

Has the firm listed in Section 1, any Corporate Officer, Partner, Joint Venture participant or Proprietor, received any OSHA Citations & Notifications of Penalty (monetary or other) within the last 5 years?

YES  NO

If YES, attach details including a list of all list of all OSHA Citations & Notifications of Penalty.

Has any proposed Subcontractors furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid received any OSHA Citations & Notifications of Penalty (monetary or other) within the last 5 years?

YES  NO

If YES, attach details including a list of all list of all OSHA Citations & Notifications of Penalty.

**9. CERTIFICATION:**

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
Notary Public for the State of Montana  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**REQUIRED ATTACHMENTS**

1. Schedule A (List of Subcontractors).
2. Schedule B (Work in Progress).
3. Schedule C (Previous Experience).
4. Resumes of officers and key individuals (including Superintendent and Safety Officer) of firm named in Section 1.
5. Required safety program submittals listed in Section 8.

SCHEDULE A - LIST OF PROPOSED SUBCONTRACTORS

FIRM NAME AND ADDRESS	REGISTRATION NO.	WORK TO BE COMPLETED	% OF BID

(This page can be copied and re-used if additional lines are necessary.)

**SCHEDULE B – WORK IN PROGRESS**

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Cost of Project
	Name: Address: Telephone:	Name: Company: Telephone:			
	Name: Address: Telephone:	Name: Company: Telephone:			
	Name: Address: Telephone:	Name: Company: Telephone:			
	Name: Address: Telephone:	Name: Company: Telephone:			

(This page can be copied and re-used if additional lines are necessary.)

**SCHEDULE C – PAST RELEVANT EXPERIENCE (At Least Last 5 Years)**

Project Name	Owner's Contact Person Name: Address: Telephone:	Design Engineer Name: Company: Telephone:	Contract Date	Type of Work	Cost of Project
	Name: Address: Telephone:	Name: Company: Telephone:			
	Name: Address: Telephone:	Name: Company: Telephone:			
	Name: Address: Telephone:	Name: Company: Telephone:			
	Name: Address: Telephone:	Name: Company: Telephone:			

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**ARTICLE 1 - GENERAL**

**Agreement Date:** Date of Last Signature  
**Owner:** Anaconda Deer Lodge County  
800 Main Street, Anaconda, MT 59711  
**Engineer:** Copper Environmental Consulting  
406 East Park Avenue, Suite 2, Anaconda, MT 59711  
**Contractor:** \_\_\_\_\_

*Note: Above addresses are to be used for giving any required notice.*

**Project Name:** ALDC Roadway Improvements – Union Ave. and Fillmore St.

The Owner and Contractor as defined above, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 2 - WORK**

Contractor shall complete all work, as specified or indicated in the Contract Documents. Project generally includes, but is not limited to the following:

- Installation of 1556-LF of 8-inch PVC water mains along currently proposed sections of Union Ave.;
- Installation of 1,162-LF of 8-inch sanitary sewer main along currently proposed sections of Union Ave.;
- Installation of 724-LF of 18- inch HDPE storm drains along Union Ave.;
- Installation of 1,092-LF of 24- inch HDPE storm drains along Union Ave.;
- Installation of 5 new gate valves;
- Installation of 3 fire hydrant assemblies;
- Installation of 10 water service line and curb stops;
- Installation of 8 storm drain manholes;
- Installation of 1 sanitary sewer taps;
- Installation of 6 sanitary sewer manholes;
- All associated fittings and connections;
- Excavation and handling of potentially contaminated material for utility installation and road construction.
- Backfill of contaminated areas with approved materials such as pipe bedding and structural backfill
- Subgrade preparation, road construction, asphalt, sod, and seed surface restoration; and
- Provisions for traffic control and for temporary water supply.

**ARTICLE 3 - ENGINEER**

The Engineer and will act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the work in accordance with the Contract Documents.

**ARTICLE 4 - CONTRACT TIME**

**4.01 Time of the Essence**

All the time limits for milestones, if any, substantial completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

**4.02 Days to Achieve Substantial Completion and Readiness for Final Payment**

The work shall be completed within two construction seasons starting in the fall of 2020 and ending in the spring of 2021. Construction sequencing to align with construction and opening of the Forge Hotel needs to be coordinated. Work shall be complete and ready for final payment (in accordance with paragraph 14.07 of the General Conditions) by May 31, 2021.

**4.03 Liquidated Damages**

A. Owner and Contractor recognize that time is of the essence of this Agreement, and that Owner will suffer financial loss if the Work is not complete within the time specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that, as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the work is substantially completed.

B. After Substantial Completion is granted by the Owner, if Contractor neglects, refuses or fails to complete the remaining Work within the Contract Time or any extension thereof granted by Owner, Contractor shall pay Owner One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

**ARTICLE 5 - CONTRACT PRICE**

Owner shall pay Contractor for completion of the work in accordance with the Contract Documents an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the quantity of that item that is constructed and accepted. Unit Prices are those listed in Table 1 - Unit Price Schedule of the Bid Form attached as Exhibit B to this Agreement. Estimated quantities used for bidding purposes are not guaranteed. Payment will be for actual quantities as determined by Engineer in accordance with paragraph 9.07 of the General Conditions. Unit Prices have been completed as provided in paragraph 11.03 of the General Conditions.

**ARTICLE 6 - PAYMENT PROCEDURES**

**6.01 Submittal and Processing of Payments**

The Engineer, based on Signed Daily Quantity Sheets, with the Contractor, will generate the monthly Progress Payment. The Progress Payment will be agreed to and signed by the Engineer and Contractor prior to submission to the Owner for final approval.

**6.02 Progress Payments Retainage**

Owner shall make progress payments in accordance with Article 14 of the General Conditions, as recommended by Engineer once each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the number of units of each bid item completed times the bid unit price in the Unit Price Schedule of the Bid Form for that item. Prior to Substantial Completion, progress payments will be made in an amount equal to the sum of the unit price items less the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amount as Engineer may determine or Owner may withhold, in accordance with paragraph 14.02 of the General Condition's.

- A. The Owner shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents.
- B. Retainage will be five percent (5%) of materials and equipment not incorporated in the Work (but delivered, insured, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 14.02 of the General Conditions).
- C. Upon Substantial Completion and at the Owner's discretion, the amount of retainage may be further reduced if requested by the Contractor.

**6.03 Gross Receipts Tax**

In accordance with Title 15, Chapter 50 MCA, the Owner will withhold, in addition to other amounts withheld as provided by law or as specified herein, one percent (1%) of all payments due the Contractor and shall transmit such moneys to the Montana Department of Revenue.

**6.04 Final Payment**

Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by the Engineer as provided in said paragraph 14.07.

**ARTICLE 7 - INTEREST**

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the project.

**ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS**

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents (including all Addenda) listed in Article 9 and the other related data identified in the Bidding Documents.
- B. Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the work.
- C. Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.
- D. Contractor has carefully studied all:
  1. Reports of explorations and tests of subsurface conditions at or contiguous to the site, if any, and all drawings of physical conditions in or relating to existing surface or subsurface structures at or

contiguous to the site (except underground facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and

2. Reports and drawings of a Hazardous Environmental Condition, if any, at the site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purpose. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

E. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relates to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor including applying the specific means, methods, techniques, sequences and procedures by the Contractor, and safety precautions and programs incident thereto.

F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor observations obtained information from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, exploration tests, studies and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**ARTICLE 9 - CONTRACT DOCUMENTS**

A. The Contract Documents consist of the following:

1. This Agreement;
2. Performance Bond;
3. Payment Bond;
4. General Conditions;
5. Supplementary Conditions;
6. Wage Rates;
7. Technical Specifications as listed in Table of Contents of the Project Manual;
8. Drawings beginning with and as listed on Sheet G-1;
9. Addenda listed on the bid form;
10. Exhibits to this Agreement:
  - a. Notice of Award;
  - b. Contractor's Executed Bid Form;
  - c. Bid Bond;
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice to Proceed;
  - b. Field Orders;

c. Work Change Directives;

d. Change Orders

B. The documents listed in paragraph 9.A. are attached to this Agreement (except as expressly noted otherwise above.)

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.04 of the General Conditions.

**ARTICLE 10 - MISCELLANEOUS**

10.01 Terms

Terms used in this Agreement, which are defined in Article 1 of the General Conditions, will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may come due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

Owner and Contractor each binds itself, its partners, successors, assigns and legal representative to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

10.04 Severability

Any provision of part of the Contract Documents held to be void or unenforceable under Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**ARTICLE 11 - CERTIFICATION AND SIGNATURES**

IN WITNESS WHEREOF, Owner and Contractor have signed 6 copies of Agreement. Two (2) counterparts have been delivered to Owner, three (3) to Contractor and one (1) to Engineer. All portions of the contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

**Owner**

**Contractor**

Anaconda Deer Lodge County

By:

*Signature*

Name:

Bill Everett

Title:

Chief Executive Officer

Date:

By:

*Signature (Attach Power of Attorney)*

Name:

Title:

Date:

Phone: \_\_\_\_\_ (406) 563-4000

Fax: \_\_\_\_\_ (406) 563-4001

Attest: \_\_\_\_\_  
*Signature*

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Attest: \_\_\_\_\_  
*Signature*

Title: \_\_\_\_\_

**PERFORMANCE BOND**

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

**CONTRACT**

Effective Date of Agreement:

Amount:

Description (*Name and Location*):

**BOND**

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
Contractor's Name and Corporate Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Provide execution by additional parties, such as joint venturers, if necessary.*

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.

2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and

2.3 Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract; or
2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:

3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
2. Deny liability in whole or in part and notify Owner citing reasons therefor.

4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of

Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;

5.2 Additional legal, design professional, and delay costs resulting from Contractor’s Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and

5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address and Telephone):*

Surety Agency or Broker:

Owner’s Representative *(Engineer or other party):*

**PAYMENT BOND**

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

**CONTRACT**

Effective Date of Agreement:

Amount:

Description (*Name and Location*):

**BOND**

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
Contractor's Name and Corporate Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Provide execution by additional parties, such as joint venturers, if necessary.*

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
  - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
  - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2 Claimants who do not have a direct contract with Contractor:
    1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
    2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
    3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. Reserved.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address and Telephone):*

Surety Agency or Broker:

Owner's Representative *(Engineer or other party):*

**PART 1 - GENERAL**

These Supplementary Conditions amend or supplement the Standard General Conditions of the Montana Public Works Standard Specifications, 6<sup>th</sup> Edition (MPWSS) which include the EJCDC® C-700 (2007 Edition). All provisions that are not so amended or supplemented remain in full force and effect. In case of conflict, precedence shall be given the order of:

1. Supplementary Conditions (Section 00820)
2. EJCDC Standard General Conditions 2007 edition (Section 00700)

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof. The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

**The following general changes shall be applied to the entirety of these specifications.**

1. Delete all reference to Measurement and Payment in all Division 2 and Division 3 individual sections. Measurement and Payment is covered in Section 01150, "Measurement and Payment" contained within these Specifications.
2. All MPWSS Standard Drawings remain in effect and should be followed. In case of conflict, precedence shall be given the order of:
  1. Detailed Drawings in the Construction Drawings
  2. Detailed Drawings in MPWSS
3. All work must be in accordance with all federal, state and local law, statutes, rules, and ordinances, including, but not limited to, to the extent they are applicable, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, the National Historic Preservation Act, and the Native American Graves Protection and Repatriation Act. In addition, the work to be performed under this agreement is subject to paragraph 7 of a 1998 Memorandum of Agreement with respect to undiscovered, undocumented Tribal Cultural Resources encountered during construction work. Any subcontracting by Contractor must subject subcontractors to the same provisions.

**PART 2 - MODIFICATIONS TO SECTION 00700 – STANDARD GENERAL CONDITIONS**

**SC – 1.01 Defined Terms**

**Add to the list of definitions in Paragraph 1.01.A by inserting the following as numbered items in their proper alphabetical positions:**

Geotechnical Data Report (GDR) — The factual report that collects and presents data regarding actual subsurface conditions at or adjacent to the Site, including Technical Data, prepared by or for Owner to support design and bidding. The GDR's content may include logs of borings, trenches, and other site investigations, recorded measurements of subsurface water levels, the results of field and laboratory testing, and descriptions of the investigative and testing programs. The GDR does not include an interpretation of the data. If opinions, or interpretive or speculative non-factual comments or statements appear in a document that is labeled a GDR, such opinions, comments, or statements are not operative parts of the GDR and do not have contractual standing.

Calendar Day – Every day shown on the calendar, beginning and ending at midnight, Sundays and holidays included with the exception of the national holidays listed in the definition of Designated Off Days.

Designated Off Days – The following national holidays:

News Year’s Day	Independence Day	Thanksgiving Day
Martin Luther King Jr. Day	Labor Day	Friday after Thanksgiving
Presidents’ Day	Columbus Day	Christmas Day
Memorial Day	Veterans Day	

Extra Work Hours – Any hours worked by the Contractor on Designated off Days, unless by written agreement between Contractor and Engineer. Any hours worked between the Date of Substantial Completion noted on the Notice to Proceed and the actual Date of Substantial Completion, accounting for any days added by Change Order. Any hours worked between the Date of Final Completion noted on the Notice to Proceed and the actual Date of Final Completion, accounting for any days added by Change Order.

Normal Work Schedule – Forty hours per week consisting of any combination of days and hours including but not limited to 5 days per week, 8 hours per day or 4 days per week, 10 hours per day. Additional days and hours within a work week require Engineer approval.

**Add the following language to the end of the definition 1.01.A.44 Substantial Completion:**

“Substantial completion shall not be granted until the permanent surface restoration has been completed and the streets have been reopened for traffic.”

**Delete the definition of Schedule of Submittals 1.01.A.38 and replace with the following:**

“Schedule of Submittals—A schedule, prepared by the Engineer and published in Section 01300, of required submittals and the time requirements to support scheduled performance of related construction activities.”

**As so amended the definitions remain in effect.**

SC – 2.01 Preliminary Matters

**Add the following new paragraph immediately after Paragraph 2.01.B:**

C. Engineer shall furnish to Contractor six (6) copies of the Agreement. Contractor shall execute the Agreement, attach executed copies of the required Bonds and Insurance and submit all copies to Engineer who will forward them to the Owner. Owner shall execute all copies and return them to the Engineer. Engineer will compile the documents into conformed copies of the project manual and return three (3) conformed copies to the Contractor. Engineer shall also furnish two (2) conformed copies to the Owner and shall retain one (1) copy.

SC – 2.02 Copies of Documents

**Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:**

A. Engineer shall furnish to Contractor a maximum of six (6) copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully executed counterpart of the Agreement). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

SC – 2.03 Commencement of Contract Times; Notice to Proceed

**Delete Section 2.03.A in its entirety and replace with the following:**

A. Following the execution of the Agreement by the Owner and the Contractor, written Notice to Proceed with the Work shall be given by the Owner to the Contractor. The Contract Time will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth (60<sup>th</sup>) day after the day of Bid opening or the thirtieth (30<sup>th</sup>) day after the Effective Date of the Agreement, whichever date is earlier.

SC – 2.05 Before Starting Work

**Delete Paragraph 2.05.A.2. Renumber the following sections accordingly.**

SC – 2.07 Initial Acceptance of Schedules

**Delete Section 2.07.A in its entirety and replace with the following:**

A. Prior to the first application for payment all schedules and documents identified in paragraph 2.05.A shall be finalized and acceptable to the Engineer and Owner. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer and Owner as provided below. Acceptance of these schedules and documents by either Engineer or Owner will neither impose on Engineer or Owner responsibility for the sequencing, scheduling or progress of the Work and will not interfere with or relieve Contractor from Contractor's full responsibility therefore.

**Delete Paragraph 2.07.A.2. Renumber the following sections accordingly.**

SC – 4.01 Availability of Lands

**Delete Section 4.01.C in its entirety and replace with the following:**

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment. If it is necessary or desirable that the Contractor use land outside of the Owner's easement or right-of-way, the Contractor shall obtain consent from the property owner and tenant of the land. This shall include lands owned by the Owner other than the right-of-way being disturbed for this project. Land owned by the Anaconda School District No. 10 shall not be used for storage of materials. The Contractor shall not enter for materials delivery or occupy for any other purpose with men, tools, equipment, construction materials, or with materials excavated from the site, any private property outside the designated construction easement boundaries or right-of-way without written permission from the property owner and tenant.

Contractor shall be responsible for the security of all materials, equipment, tools, etc. used on the job. This includes all material already included in a Progress Payment, whether as materials in storage or installed. All material which can be easily removed shall be stored in a locked building provided by the Contractor. Contractor shall be responsible for the security of Owners existing facilities which are accessed or otherwise exposed as a result of the commencement of this contract. Insurance coverage shall be maintained on all materials, whether in storage or incorporated into the work.

**SC – 4.02 Subsurface and Physical Conditions**

**Delete Paragraphs 4.02A of the General Conditions in its entirety and replace with the following provisions:**

A. Reports and Drawings: The Supplementary Conditions hereby identify:

1. The following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner:

- a. Geotechnical Data Report dated January 2019 prepared by SK Geotechnical, Billings, MT, entitled: "Utility and Pavement Geotechnical Evaluation Report", consisting of 35 pages including the cover.
- b. Geotechnical Data Report dated January 2017 prepared by SK Geotechnical, Billings, MT, entitled: "Soils Evaluation Report", consisting of 30 pages including the cover.
- c. Geotechnical Data Report dated November 2015, prepared by Copper Environmental Consulting, Anaconda, MT, entitled: "2015 Soil Characterization Report – ADLC Water System Improvements – Washoe Park Road", consisting of 23 pages including the cover.
- d. Geotechnical Data Report dated February 2015, prepared by Copper Environmental Consulting, Anaconda, MT, entitled: "Soil Characterization Report – ADLC Transmission Line Replacement" consisting of 29 pages including the cover.
- e. Geotechnical Data Report dated November 2013, prepared by DOWL HKM, Butte, MT, entitled: "Anaconda-Deer Lodge County, West Park Ave., Larch St. and West Pennsylvania St. Waterline Replacement", consisting of 55 pages including the cover.

2. The following drawings of physical conditions relating to existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities) are known to Owner:

- a. 1994 - Anaconda Water System Improvements Main Replacement (RPA)
- b. 1994 - Anaconda Water System Improvements Park and Commercial Ave. Main Replacement (RPA)
- c. 1996 - Anaconda Water System Improvements Main Replacement (RPA)
- d. 1998 - Anaconda Water System Improvements Main Replacement (RPA)
- e. 2003 - Main Street / Bowman Field Water Main Installation (M&M)
- f. 2004 - West Forth Street Water Main Replacements (M&M)
- g. 2005 - Fourth Street Water Main Improvements (M&M)
- h. 2006 - West Seventh and East Eighth Streets Water Main Replacement (M&M)
- i. 2007 - East Third Street and South Birch Street Water Main Replacement (M&M)
- j. 2008 - East Sixth and East Seventh Streets Water Main Replacement (M&M)
- k. 2009 - ADLC Water Main Replacements, Front and Alder (DOWL HKM)
- l. 2010 - ADLC Water Main Replacements, 3rd Street (DOWL HKM)
- m. 2012 – ADLC Water Main Replacements, Cross Streets (DOWL HKM)
- n. 2013 – ADLC Water Main Replacements, East Cross Streets (DOWL HKM)
- o. 2014 – ADLC W. Park, Larch and Pennsylvania Waterline Replacement (DOWL HKM)
- p. 2015 – ADLC Water System Improvements – Transmission Mains (CEC)
- q. 2016 – ADLC Water System Improvements – Washoe Park Road (CEC)
- r. 2017 – ADLC Water System Improvements – Ogden Replacements, West Side Valves and Hydrants (CEC)

- s. 2018 – ADLC Water System Improvements – Tammany and Courthouse Replacements (CEC)
- t. 2019 – ADLC Water System Improvements – Hamburg, Haggin and Cross Streets Replacements (CEC)

(1) None of the contents of such drawings is Technical Data on whose accuracy Contractor may rely.

3. Contractor may examine copies of reports and drawings identified immediately above that were not included with the Bidding Documents at the ADLC Water Department during regular business hours, or may request copies from Engineer, at the cost of reproduction.

**SC – 4.03 Differing Subsurface or Physical Conditions**

**Add the following to the end of Paragraphs 4.03.A.**

Contractor to notify Owner and Engineer in writing about differing subsurface or physical conditions within 15 days of discovery and before disturbing the subsurface as stated above.

No claim for an adjustment in the contract price or contract times (or Milestones) will be valid for differing subsurface or physical conditions if procedures of this paragraph 4.03 are not followed.

**SC – 4.04 Underground Facilities**

**Add the following new paragraph immediately after Paragraph 4.04.A.2.**

3. At least two (2) but not more than ten (10) business days before beginning any excavation, the Contractor shall, according to MCA 69-4-501, notify all owners of underground facilities and coordinate the Work with the owners of such underground facilities. The information shown or indicated in the Contract Documents with respect to existing underground facilities is based on information and data obtained from the owners of the facilities without field exploration, and as such, Owner and Engineer are not responsible for the accuracy or completeness of such information or data.

**SC – 4.06 Hazardous Environmental Conditions**

**Add the following paragraph(s) immediately after Paragraph 4.06.A of the General Conditions:**

The project site is located within the boundaries of the Community Soils Operable Unit of the Anaconda Smelter National Priorities List Site (Superfund). Anaconda-Deer Lodge County Planning Department, (406) 563-4010, can be contacted for further information about possible contaminated soils on the project.

**SC – 5.02 Licensed Sureties and Insurers**

**Add the following to the end of Paragraph 5.02.A**

Without limiting any of the other obligations or liabilities of the Contractor, Contractor shall secure and maintain such insurance from an insurance company (or companies) authorized to write insurance in the State of Montana, with minimum “A.M. Best Rating” of A-, VI, as will protect the Contractor, the vicarious acts of subcontractors, the Owner and the Engineer and their agents and employees from claims for bodily injury, or property damage which may arise from operations and completed operations under this Agreement. Contractor shall not commence work under this Agreement until such insurance has been obtained and certificates of insurance, with binders, or certified copies of the insurance policy shall have been filed with the Owner and the Engineer.

All insurance coverage shall remain in effect throughout the life of the Agreement, except that the Contractor shall maintain the Commercial General Liability Policy including product and completed operations coverage for

a period of at least one year following the substantial completion date for property damage resulting from occurrences during the agreement period.

SC – 5.04 Contractor’s Insurance

Delete Section 5.04.B.2 in its entirety and replace with the following:

2. The limits of liability for the insurance required shall provide coverage of not less than the following amounts or greater where required by Law or Regulations:

- a. Workers’ Workers’ Compensation, etc. under Paragraphs 5.04.A.1 and 5.04.A.2 of the General Conditions.
  - i. State .....Statutory
  - ii. Applicable Federal (e.g. Longshoreman’s) .....Statutory
  - iii. Employer’s Liability .....\$ 500,000.00

b. Contractor’s Liability Insurance under Paragraphs 5.04.A.3 through 5.04. A.6 of the General Conditions which shall also include completed operations and product liability coverage.

- i. GENERAL AGGREGATE .....\$3,000,000
- ii. Products-Completed Operations Aggregate .....\$3,000,000
- iii. Personal and Advertising
- iv. Each Occurrence (Bodily Injury and Property Damage) .....\$1,000,000

v. Coverage will include:

- 1. Premises – Operations
- 2. Operations of Independent Contractor
- 3. Contractor Contractual Liability
- 4. Personal Injury
- 5. Products and Completed Operations
- 6. Broad Form Property Damage will include explosion, collapse, blasting and underground where applicable
- 7. Per Project Aggregate Endorsement

c. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:

- i. Bodily Injury:
  - Each Person .....\$ 500,000
  - Each Accident ..... \$1,000,000
- ii. Property Damage:
  - Each Accident ..... \$1,000,000
 (or)
  - iii. Combined Single Limit ..... \$ 1,000,000
- iv. Coverage to Include
  - 1. All Owned
  - 2. Hired
  - 3. Non-Owned

d. Contractor’s Liability Insurance under 5.04.A.3 through 5.04.A.6 may be satisfied by primary insurance or a combination of primary and excess or umbrella insurance. Primary occurrence limit cannot be less than \$1,000,000.00. Deductible not to exceed \$5,000.00 per occurrence on property damage.

e. The Contractual Liability coverage required by Paragraph 5.04.B.3 of the General Conditions shall provide coverage for not less than the following amounts:

- i. Each Occurrence .....\$ 1,000,000
- ii. Aggregate..... \$ 3,000,000

**Amend paragraph 5.04.B.4 of the General Conditions as follows:**

Strike out the words “30 days” and replacing them with the words “45 days” and as so amended paragraph 5.04.B.4 remains in effect.

SC – 5.05 Owner’s Liability Insurance

**Delete Section 5.05.A in its entirety and replace with the following:**

A. In addition to the insurance required to be provided by the Contractor under Paragraph 5.04, and in addition to Owner and Engineer being named as additional insured, Contractor at Contractor’s expense shall purchase and maintain a separate protective liability policy covering Owner and Engineer against claims that may arise from operations under the Contract Documents.

Limits of said policy shall be:

- i. Owner’s and Contractor’s Protective Liability (purchased by Contractor)
  - 1. Each Occurrence .....\$1,000,000
  - 2. General Aggregate..... \$2,000,000

SC – 5.06 Property Insurance

**Delete Section 5.06 in its entirety and replace with the following:**

A. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in these Supplementary Conditions or required by Laws and Regulations). This insurance shall:

- 1. include the interests of Owner, Contractor, Subcontractors, Sub-Subcontractors, Engineer, Engineer's Consultants, and any other persons or entities identified in these Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed an insured or additional insured;
- 2. be written on a Builder’s Risk “all- risk” or open peril or special causes of loss policy form that shall at least include insurance for physical loss or and damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by these Supplementary Conditions.
- 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

- 4. cover materials and equipment in transit for incorporation in the Work or stored at the Site or at another location prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer; and
- 5. be endorsed to allow occupancy and for partial utilization of the Work by Owner;
- 6. include testing and startup; and
- 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Contractor shall be responsible for any deductible or self-insured retention.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

**SC – 5.09 Acceptance of Bonds and Insurance; Option to Replace**

**Add the following section immediately after Section 5.09.A:**

B. Failure of the Owner to object to the coverage of Contractor's insurance within the time provided, shall not relieve Contractor from his obligation to provide insurance that complies with the contract documents.

**SC – 6.02 Labor; Working Hours**

**Amend Paragraph 6.02.B of the General Conditions by adding the following to the end of the Paragraph:**

The Contractor will not be bound by any set working times, days or hours other than those imposed by the various permit limits or indicated on the Construction Drawings. As a result, the Contractor may work multiple shifts, weekends, or holidays as they deem appropriate and necessary to achieve completion within the allotted contract time. It is anticipated that the contract will be awarded in March with a Notice to Proceed to the Contractor in April of 2020.

Should the Contractor or his Subcontractors desire to work more than a Normal Work Schedule as defined in SC 1.01, then the Contractor must so designate the proposed work schedule in writing to the Engineer and Owner at least one week prior to the change in work schedule. Work shift of the Contractor and subcontractors shall coincide with each other to prevent extending the total work in a single day. Contractor shall be responsible for payment of the additional manpower required of the Engineer and the extra costs for on-site observation and other construction phase services as a result of Extra Work Hours, as defined in SC 1.01. If Contractor elects to perform work during Extra Work Hours or should any subcontractor elect to perform work during Extra Work Hours, the Resident Project Representative will be required to be on-site and costs associated with this additional time and manpower including materials, equipment, supplies, transportation and subsistence will be the responsibility invoiced directly from the Engineer to the Contractor at the following rates:

- Regular and Overtime Rate
- Senior Engineer \$125/hr
- Project Engineer \$100/hr
- Resident Project Representative \$100/hr
- Field Technician \$70/hr

Out-of-pocket expenses for materials, equipment, supplies, transportation and subsistence resulting from Extra Work Hours shall be billed at cost plus ten percent (10%). The manpower needs required in extra work conditions shall be determined by the Engineer and Owner but in no case will be less than the RPR onsite at all times when the Contractor is performing work.

Engineer will keep a record of Extra Work Hours and provide Contractor an estimate on a monthly basis. If Substantial Completion is reached prior to the date noted in the Notice to Proceed, accounting for any change orders, the Contractor will receive credit against the balance of Extra Work Hours at a rate of 40 hours per full week (7 Calendar Days). No credit will be given for a partial week. Credit for early completion will apply only to the balance of Extra Work Hours and no other additional payment or incentive will be given. Engineer will invoice the Contractor for Extra Work Hours at the rates above within ten (10) Calendar Days of the Date of Issuance on the Substantial Completion Certificate. Contractor is responsible for payment of these invoices in full within 30 days of receipt of invoice. All invoices shall be paid in full prior to release of final retainage.

**SC – 6.03 Services, Materials and Equipment**

**Add the following paragraphs immediately after paragraph 6.03.C of the General Conditions.**

D. To ensure uniformity and standardization in all parts of the work under this Contract, like items of equipment and certain materials shall be products of one manufacturer. This standardization is required to provide Owner with materials and equipment with simplified spare parts and material inventory, compatibility and interchangeability.

**SC – 6.04 Progress Schedule**

**Delete Paragraph 6.04.A.1 in its entirety and replace with the following:**

1. Contractor shall submit to Engineer, with each application for payment, an updated progress schedule reflecting the amount of work completed and adjustments to future work. Such adjustments will be acceptable to Engineer as providing an orderly progression of the Work to completion within any specified milestones and the Contract Time. No progress payment will be made to Contractor until the updated schedules are submitted to and acceptable to Engineer and Owner. Review and acceptance of progress schedules by the Engineer will neither impose on Engineer responsibility for the sequencing, scheduling or progress of the Work, nor interfere with or relieve Contractor from Contractor’s full responsibility therefore.

**SC – 6.13 Safety and Protection**

**Add new paragraphs to the end of paragraph 6.13.F of the General Conditions as follows:**

G. It is expressly understood by the parties to this Agreement that the Contractor is solely responsible for initiating, maintaining, and supervising safety precautions and programs in connection with the Work. The right of the Owner and Engineer to observe or otherwise review the Work and operations shall not relieve the Contractor from any of his covenants and obligations hereunder. Contractor shall incorporate all safety requirements into his construction progress and work schedules including preconstruction and scheduled monthly safety meetings, posted safety rules, tailgate meetings, and site inspections by safety and other inspectors employed by the Contractor.

H. The Contractor shall be responsible for and shall take necessary precautions and provide all material and equipment to protect, shore, brace, support and maintain all underground pipes, conduits, drains, sewers, water mains, gas mains, cables, etc., and other underground construction uncovered in the proximity, or otherwise affected by the construction work performed by him. All pavement, surfacing, driveways, curbs, walks,

buildings, grass areas, trees, utility poles or guy wires damaged by the Contractor’s operations in the performance of this work shall be repaired and/or replaced to the satisfaction of the Owner, Engineer, and effected property owner at the Contractor’s expense. The Contractor shall also be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property or facility, regardless of location or character, which may be caused by moving, hauling, or otherwise transporting equipment, materials, or men to and from the work or any part of site thereof; whether by him or his subcontractors. The Contractor shall make satisfactory and acceptable arrangements with owner of, or the agency or authority having jurisdiction over, the damaged property or facility concerning its repair or replacement or payment of costs incurred in connection with said damage.

I. The Contractor shall conduct work so as to interfere as little as possible with public travel, whether vehicular or pedestrian. Whenever it is necessary to cross, obstruct, or close roads, driveways, and walks, whether public or private, the Contractor shall obtain approval from the governing party and shall, at Contractor’s expense, provide and maintain suitable and safe bridges, detours, and other temporary expedients for the accommodation of public and private drives before interfering with them. The provisions for temporary expedients will not be required when the Contractor has obtained permission from the owner and tenant of the private property, or from the authority having jurisdiction over public property involved, to obstruct traffic at the designated point.

J. Safety provisions must be entirely adequate and meet with ADLC or State and Federal regulations to protect the public on these streets and roads.

**SC – 6.17 Shop Drawings and Samples**

**Delete Paragraph 6.17.A in its entirety and replace with the following:**

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the Schedule of Submittals published in Section 01300. Each submittal will be accompanied by the “Shop Drawing Submittal and Review Form”, included in Section 00940.

**SC – 6.20 Indemnification**

**Add a new paragraph immediately after paragraph 6.20.A. of the General Conditions which is to read as follows:**

While Owner and Engineer may have the right under this Contract to observe or otherwise review the work, progress and operations of the Contractor, it is expressly understood and agreed that such observation shall not relieve the Contractor from any of its covenants and obligations hereunder.

The Contractor shall be solely responsible and hold the Owner and Engineer and their consultants, agents and employees harmless from all suits, actions or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work, observing safety standards or regulations, or otherwise. This indemnification would include the use of unsafe or unacceptable materials in the construction or completion to the project, or the Contractor’s failure to comply with any law, ordinance, or regulation even though such act, omission, or work was done under the direct or indirect review of, or was observed by the Owner or Engineer.

**Amend Section 6.13.B by adding the following to the end of the Paragraph:**

Nor shall the Contractor's obligations under Paragraph 6.20 be in any way limited by any insurance coverage which the Contractor may have or which may insure to his benefit.

**SC – 9.03 Project Representative**

**Add the following new paragraphs immediately after Paragraph 9.03.A:**

B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. Schedules: Review the progress schedule prepared by Contractor and consult with Engineer concerning acceptability.

3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.

4. Liaison:

a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.

b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.

c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

6. Shop Drawings and Samples:

a. Record date of receipt of Samples and Contractor-approved Shop Drawings.

b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.

7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

8. Review of Work and Rejection of Defective Work:

a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. Inspections, Tests, and System Start-ups:

- a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

10. Records:

- a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- c. Maintain records for use in preparing Project documentation.

11. Reports:

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.

12. Payment Requests: Prepare applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

## 14. Completion:

- a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.
- b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.

## C. The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

SC – 11.01 Cost of Work

**Add the following new paragraphs immediately after Paragraph 11.01.A.5.b and renumber the following sections accordingly:**

c. The cost for the use of all construction equipment and machinery and parts thereof whether owned by the Contractor or rented from others shall be calculated as follows and will include the costs of transportation, loading, unloading, assembly, dismantling and removal thereof for equipment involved only in the changed portion of the work covered under the cost of the Work method. Transportation, loading and assembly costs will not be included for equipment already on the site which is being used for other portions of the Work. The cost of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work. Hourly equipment and machinery rates shall be calculated from the Rental Rate Blue Book for Construction Equipment, and as follows:

- i. For working equipment, the hourly rate shall be the monthly rental rate divided by 176 hours per month plus the hourly operating cost.
- ii. For equipment on standby, the hourly rate shall be 50% of the monthly rental rate divided by 176 hours per month, and the hourly operating cost shall not be applied.
- iii. For specialized equipment rented for a short duration used for change order work or additional work not part of the scope of work bid, the

**Delete Section 11.01.C in its entirety and replace with the following:**

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement.

SC – 11.03 Unit Price Work

**Delete Section 11.03.D.1 in its entirety and replace with the following:**

1. the quantity of a particular item of Unit Price Work performed by Contractor differs by more than 25% from the estimated quantity of such item indicated in the Agreement; and

**Delete Section 11.03.D.2 in its entirety and replace with the following:**

2. the total cost of the particular individual item of Unit Price Work amounts to 10% or more of the Contract Price which is the total sum of all schedules (if any).

SC – 13.07 Correction Period

**Modify paragraph 13.07.A as follows:**

A. If within **two years** after the date of Substantial Completion...

**Modify paragraph 13.07.D as follows:**

D. ... the correction period hereunder with respect to such Work will be extended for an additional period of **two years** after such correction ...

SC – 14.02 Progress Payments

**Amend Section 14.02.A.1 by adding the following to the end of the Paragraph:**

Payments for materials in storage shall be based only upon the actual cost of the materials and equipment to Contractor and shall not include any overhead or profit. Bill of Sale, invoice or other document warranting clear title for materials in storage will be waived for the material in storage included in the first progress payment application. However, proof of payment and clear title must be submitted with Application No. 2 for all material included in Application No. 1. Without such documentation, amounts paid for materials in storage will be deducted from subsequent payments. Beginning with the second application, all requests for payment for materials in storage shall be accompanied by Bill of Sale, invoice or other document warranting clear title as required above.

**Amend Section 14.02.A.3 by adding the following to the end of the Paragraph:**

In accordance with state law, the Owner may accept deposited securities in lieu of cash retainage. Retainage may be used by the Owner to offset costs for any of the losses enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.d inclusive, 14.02.D.1.a. through 14.02.D.1.d inclusive, or 15.02.C. In addition retainage may be used by the Owner to protect against loss from failure by the Contractor to complete necessary work and to offset any liquidated damages due Owner.

**Add Section 14.02.A.4 with the following:**

4. Each application for progress payment shall be accompanied by Contractor's updated progress schedule and Contractor certified payrolls for the days included in the pay estimate.

**Delete Section 14.02.C.1 in its entirety and replace with the following:**

1. Thirty (30) days after presentation of the Application for Payment to Owner with Engineer’s recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor. (This modification is made in accordance with MCA Title 28-2-2115 – Alternate Billing Cycle).

**SC – 14.03 Contractor’s Warranty of Title**

**Add the following at the end of Paragraph 14.03.A of the General Conditions:**

Neither recommendation of any progress payment by Engineer nor payment by the Owner to Contractor, nor any use or occupancy of the Work or any part thereof will release the Contractor from complying with the Contract Documents. Specifically the Contractor shall maintain, in accordance with Article 5, property insurance on all Work, materials, and equipment whether incorporated in the project or not and whether included in an application for payment or not, for the full insurable value thereof. Passing title to Owner for materials and equipment included in an application for payment does not relieve the Contractor of the Contractor’s obligation to provide insurance (including property insurance) as required in Article 5 of the General Conditions and these Supplementary Conditions. All insurance shall remain in effect as provided in Article 5.

**SC – 14.05 Partial Utilization**

**Add the following to Paragraph 14.05.A:**

Owner has the right to take possession of or use any completed or substantially completed portions of the work at any time, but such taking possession or use will not be deemed an acceptance of any work not completed in accordance with the Contract Documents. Owner’s use of any facilities so identified in the Contract Documents will not be grounds for extension of the contract time or change in the contract price. Owner’s use of any facilities not specifically identified in the Contract Documents will be in accordance with conditions agreed to prior to such use, and any extra costs or delays in completion incurred and properly claimed by Contractor will be equitably adjusted with a Change Order. Facilities substantially completed in accordance with the Contract Documents which are occupied or used by Owner prior to substantial completion of the entire work will be done in accordance with General Conditions 14.04. Guarantee periods for accepted or substantially completed work including mechanical and electrical equipment will commence at the Substantial Completion Date. All tests and instruction of Owner’s personnel must be satisfactorily completed, and Owner shall assume responsibility for and operation of all facilities occupied or used except as may arise through portions of work not yet completed by Contractor. If the work has been substantially completed and the Engineer certifies that full completion thereof is materially delayed through no fault of the Contractor, the Owner shall, without terminating the Agreement, make payment of the balance due for the portion of the work fully completed and accepted.

**SC – 14.06 Final Inspection**

**Add the following to Paragraph 14.06.A:**

After Contractor has remedied all deficiencies to the satisfaction of the Engineer and delivered all construction records, maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents (all as required by the Contract Documents), Owner and Contractor shall be promptly notified in writing by Engineer that the work is acceptable.

SC – 17.01 Giving Notice

**Add the following to Paragraph 17.01.A:**

The mailing address for giving notices to Contractor given in the Agreement is hereby designated as the place to which all notices, letters, and other communication to Contractor will be mailed or delivered. The mailing address for giving notices to Owner given in the Agreement is hereby designated as the place to which all notices, letters, and other communication to Owner shall be mailed or delivered. Either party may change his address at any time by an instrument in writing delivered to Engineer and to other party.

**MONTANA  
PREVAILING WAGE RATES FOR HIGHWAY CONSTRUCTION SERVICES 2020**

**Effective: January 2, 2020**

**Steve Bullock, Governor  
State of Montana**

**Galen Hollenbaugh, Commissioner  
Department of Labor and Industry**

To obtain copies of prevailing wage rate schedules, or for information relating to public works projects and payment of prevailing wage rates, visit ERD at [www.mtwagehourbopa.com](http://www.mtwagehourbopa.com) or contact:

Employment Relations Division  
Montana Department of Labor and Industry  
P. O. Box 201503  
Helena, MT 59620-1503  
Phone 406-444-6543

**The department welcomes questions, comments, and suggestions from the public. In addition, we'll do our best to provide information in an accessible format, upon request, in compliance with the Americans with Disabilities Act.**

**MONTANA PREVAILING WAGE REQUIREMENTS**

The Commissioner of the Department of Labor and Industry, in accordance with Sections 18-2-401 and 18-2-402 of the Montana Code Annotated (MCA), has determined the standard prevailing rate of wages for the occupations listed in this publication.

The wages specified herein control the prevailing rate of wages for the purposes of Section 18-2-401, et seq., MCA. It is required each employer pay (as a minimum) the rate of wages, including fringe benefits, travel allowance, zone pay and per diem applicable to the district in which the work is being performed as provided in the attached wage determinations.

All Montana Prevailing Wage Rates are available on the internet at [www.mtwagehourbopa.com](http://www.mtwagehourbopa.com) or by contacting the department at (406) 444-6543.

In addition, this publication provides general information concerning compliance with Montana's Prevailing Wage Law and the payment of prevailing wages. For detailed compliance information relating to public works contracts and payment of prevailing wage rates, please consult the regulations on the internet at [www.mtwagehourbopa.com](http://www.mtwagehourbopa.com) or contact the department at (406) 444-6543.

GALEN HOLLENBAUHG  
Commissioner  
Department of Labor and Industry  
State of Montana

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**A. Date of Publication January 2, 2020**

**B. Definition of Highway Construction**

The Administrative Rules of Montana (ARM), 24.17.501(3) – (3)(a), states *“Highway construction projects include, but are not limited to, the construction, alteration, or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, and parking areas, bridges constructed or repaired in conjunction with highway work, and other similar projects not incidental to building construction or heavy construction.*

*Highway construction projects include, but are not limited to, alleys, base courses, bituminous treatments, bridle paths, concrete pavement, curbs, excavation and embankment (for road construction), fencing (highway), grade crossing elimination (overpasses or underpasses), guard rails on highways, highway signs, highway bridges (overpasses, underpasses, grade separation), medians, parking lots, parkways, resurfacing streets and highways, roadbeds, roadways, runways, shoulders, stabilizing courses, storm sewers incidental to road construction, street paving, surface courses, taxiways, and trails.”*

**C. Definition of Public Works Contract**

Section 18-2-401(11)(a), MCA defines “public works contract” as *“...a contract for construction services let by the state, county, municipality, school district, or political subdivision or for nonconstruction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of \$25,000...”*.

**D. Prevailing Wage Schedule**

This publication covers only Highway Construction occupations and rates in the specific localities mentioned herein. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Building Construction, Heavy Construction and Nonconstruction Services occupations can be found on the internet at [www.mtwagehourbopa.com](http://www.mtwagehourbopa.com) or by contacting the department at (406) 444-6543.

**E. Rates to Use for Projects**

ARM, 24.17.127(1)(c), states *“The wage rates applicable to a particular public works project are those in effect at the time the bid specifications are advertised.”*

**F. Wage Rate Adjustments for Multiyear Contracts**

Section 18-2-417, MCA states:

*“(1) Any public works contract that by the terms of the original contract calls for more than 30 months to fully perform must include a provision to adjust, as provided in subsection (2), the standard prevailing rate of wages to be paid to the workers performing the contract.*

*(2) The standard prevailing rate of wages paid to workers under a contract subject to this section must be adjusted 12 months after the date of the award of the public works contract. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract.*

*(3) Any increase in the standard rate of prevailing wages for workers under this section is the sole responsibility of the contractor and any subcontractors and not the contracting agency.”*

## **G. Fringe Benefits**

Section 18-2-412, MCA states:

*“(1) To fulfill the obligation...a contractor or subcontractor may:*

*(a) pay the amount of fringe benefits and the basic hourly rate of pay that is part of the standard prevailing rate of wages directly to the worker or employee in cash;*

*(b) make an irrevocable contribution to a trustee or a third person pursuant to a fringe benefit fund, plan, or program that meets the requirements of the Employee Retirement Income Security Act of 1974 or that is a bona fide program approved by the U. S. department of labor; or*

*(c) make payments using any combination of methods set forth in subsections (1)(a) and (1)(b) so that the aggregate of payments and contributions is not less than the standard prevailing rate of wages, including fringe benefits and travel allowances, applicable to the district for the particular type of work being performed.*

*(2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement Income Security Act of 1974 or that are approved by the U. S. department of labor.”*

Fringe benefits are paid for all hours worked (straight time and overtime hours). However, fringe benefits are not to be considered a part of the hourly rate of pay for calculating overtime, unless there is a collectively bargained agreement in effect that specifies otherwise.

## **H. Dispatch City**

ARM, 24.17.103(11), defines dispatch city as *“...the courthouse in the city from the following list which is closest to the center of the job: Billings, Bozeman, Butte, Great Falls, Helena, Kalispell, and Missoula.”*

## **I. Zone Pay**

Zone pay is not travel pay. ARM, 24.17.103(24), defines zone pay as *“...an amount added to the base pay; the combined sum then becomes the new base wage rate to be paid for all hours worked on the project. Zone pay must be determined by measuring the road miles one way over the shortest practical maintained route from the dispatch city to the center of the job.”* See section H above for a list of dispatch cities.

## **J. Computing Travel Benefits**

ARM, 24.17.103(22), states *“ ‘Travel pay,’ also referred to as ‘travel allowance,’ is and must be paid for travel both to and from the job site, except those with special provisions listed under the classification. The rate is determined by measuring the road miles one direction over the shortest practical maintained route from the dispatch city or the employee's home, whichever is closer, to the center of the job.”* See section H above for a list of dispatch cities.

## **K. Per Diem**

ARM, 24.17.103(18), states *“ ‘Per diem’ typically covers costs associated with board and lodging expenses. Per diem is paid when an employee is required to work at a location outside the daily commuting distance and is required to stay at that location overnight or longer.”*

## **L. Apprentices**

Wage rates for apprentices registered in approved federal or state apprenticeship programs are contained in those programs. Additionally, Section 18-2-416(2), MCA states *“...The full amount of any applicable fringe benefits must be paid to the apprentice while the apprentice is working on the public works contract.”* Apprentices not registered in approved federal or state apprenticeship programs will be paid the appropriate journey level prevailing wage rate when working on a public works contract.

### **M. Posting Notice of Prevailing Wages**

Section 18-2-406, MCA, provides that contractors, subcontractors, and employers who are “...performing work or providing construction services under public works contracts, as provided in this part, shall post in a prominent and accessible site on the project or staging area, not later than the first day of work and continuing for the entire duration of the project, a legible statement of all wages and fringe benefits to be paid to the employees.”

### **N. Employment Preference**

Sections 18-2-403 and 18-2-409, MCA require contractors to give preference to the employment of bona fide Montana residents in the performance of work on public works contracts.

### **O. Projects of a Mixed Nature**

Section 18-2-408, MCA states:

*“(1) The contracting agency shall determine, based on the preponderance of labor hours to be worked, whether the public works construction services project is classified as a highway construction project, a heavy construction project, or a building construction project.*

*“(2) Once the project has been classified, employees in each trade classification who are working on that project must be paid at the rate for that project classification”*

### **P. Occupations Definitions**

You can find definitions for these occupations on the following Bureau of Labor Statistics website:

[http://www.bls.gov/oes/current/oes\\_stru.htm](http://www.bls.gov/oes/current/oes_stru.htm)

### **Q. Welder Rates**

Welders receive the rate prescribed for the craft performing an operation to which welding is incidental.

### **R. Foreman Rates**

Rates are no longer set for foremen. However, if a foreman performs journey level work, the foreman must be paid at least the journey level rate.

# WAGE RATES

## BRICK, BLOCK, AND STONE MASONS

<b>Wage</b>	<b>Benefit</b>
\$28.71	\$14.79

**Travel:**  
0-45 mi. free zone  
>45-60 mi. \$32.50/day  
>60-90 mi. \$62.00/day  
>90 mi. \$75.00/day

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## CARPENTERS

<b>Wage</b>	<b>Benefit</b>
\$31.00	\$13.57

**Zone Pay:**  
0-30 mi. free zone  
>30-60 mi. base pay + \$4.00/hr.  
>60 mi. base pay + \$6.00/hr.

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## CEMENT MASONS AND CONCRETE FINISHERS

<b>Wage</b>	<b>Benefit</b>
\$24.87	\$12.64

**Zone Pay:**  
0-25 mi. free zone  
>25-50 mi. base pay + \$2.50/hr.  
>50 mi. base pay + \$3.00/hr.

**Duties Include:**

Smooth and finish surfaces of poured concrete, such as floors, walks, sidewalks, or curbs. Align forms for sidewalks, curbs, or gutters.

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## CONSTRUCTION EQUIPMENT OPERATORS GROUP 1

<b>Wage</b>	<b>Benefit</b>
\$26.52	\$11.50

**Zone Pay:**  
0-25 mi. free zone  
>25-50 mi. base pay + \$2.50/hr.  
>50 mi. base pay + \$3.00/hr.

**This group includes but is not limited to:**

Air Compressor; Auto Fine Grader; Belt Finishing; Boring Machine (Small); Cement Silo; Crane, A-Frame Truck Crane; Crusher Conveyor; DW-10, 15, and 20 Tractor Roller; Farm Tractor; Forklift; Form Grader; Front-End Loader, under 1 cu. yd; Oiler, Heavy Duty Drills; Herman Nelson Heater; Mucking Machine; Oiler, All Except Cranes/Shovels; Pumpman.

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## CONSTRUCTION EQUIPMENT OPERATORS GROUP 2

Wage	Benefit
\$28.55	\$11.50

**Zone Pay:**  
0-25 mi. free zone  
>25-50 mi. base pay + \$2.50/hr.  
>50 mi. base pay + \$3.00/hr.

**This group includes but is not limited to:**

Air Doctor; Backhoe\Excavator\Shovel, up to and incl. 3 cu. yds; Bit Grinder; Bituminous Paving Travel Plant; Boring Machine, Large; Broom, Self-Propelled; Concrete Travel Batcher; Concrete Float & Spreader; Concrete Bucket Dispatcher; Concrete Finish Machine; Concrete Conveyor; Distributor; Dozer, Rubber-Tired, Push, & Side Boom; Elevating Grader\Gradall; Field Equipment Serviceman; Front-End Loader, 1 cu. yd up to and incl. 5 cu. yds; Grade Setter; Heavy Duty Drills, All Types; Hoist\Tugger, All; Hydralift Forklifts & Similar; Industrial Locomotive; Motor Patrol (except finish); Mountain Skidder; Oiler, Cranes\Shovels; Pavement Breaker, EMSCO; Power Saw, Self-Propelled; Pugmill; Pumpcrete\Grout Machine; Punch Truck; Roller, other than Asphalt; Roller, Sheepsfoot (Self-Propelled); Roller, 25 tons and over; Ross Carrier; Rotomill, under 6 ft; Trenching Machine; Washing /Screening Plant

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## CONSTRUCTION EQUIPMENT OPERATORS GROUP 3

Wage	Benefit
\$29.41	\$11.50

**Zone Pay:**  
0-25 mi. free zone  
>25-50 mi. base pay + \$2.50/hr.  
>50 mi. base pay + \$3.00/hr.

**This group includes but is not limited to:**

Asphalt Paving Machine; Asphalt Screed; Backhoe\Excavator\Shovel, over 3 cu. yds; Cableway Highline; Concrete Batch Plant; Concrete Curing Machine; Concrete Pump; Cranes, Creter; Cranes, Electric Overhead; Cranes, 24 tons and under; Curb Machine\Slip Form Paver; Finish Dozer; Front-End Loader, over 5 cu. yds; MechanicWelder; Pioneer Dozer; Roller Asphalt (Breakdown & Finish); Rotomill, over 6 ft; Scraper, Single, Twin, or Pulling Belly-Dump; YO-YO Cat.

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## CONSTRUCTION EQUIPMENT OPERATORS GROUP 4

<b>Wage</b>	<b>Benefit</b>
\$30.10	\$11.50

**Zone Pay:**  
0-25 mi. free zone  
>25-50 mi. base pay + \$2.50/hr.  
>50 mi. base pay + \$3.00/hr.

**This group includes but is not limited to:**  
Asphalt/Hot Plant Operator; Cranes, 25 tons up to and incl. 44 tons; Crusher Operator; Finish Motor Patrol; Finish Scraper.

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## CONSTRUCTION EQUIPMENT OPERATORS GROUP 5

<b>Wage</b>	<b>Benefit</b>
\$31.44	\$11.50

**Zone Pay:**  
0-25 mi. free zone  
>25-50 mi. base pay + \$2.50/hr.  
>50 mi. base pay + \$3.00/hr.

**This group includes but is not limited to:**  
Cranes, 45 tons up to and incl. 74 tons.

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## CONSTRUCTION EQUIPMENT OPERATORS GROUP 6

<b>Wage</b>	<b>Benefit</b>
\$32.13	\$11.50

**Zone Pay:**  
0-25 mi. free zone  
>25-50 mi. base pay + \$2.50/hr.  
>50 mi. base pay + \$3.00/hr.

**This group includes but is not limited to:**  
Cranes, 75 tons up to and incl. 149 tons; Cranes, Whirley (All).

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## CONSTRUCTION EQUIPMENT OPERATORS GROUP 7

<b>Wage</b>	<b>Benefit</b>
\$34.23	\$11.50

**Zone Pay:**  
0-25 mi. free zone  
>25-50 mi. base pay + \$2.50/hr.  
>50 mi. base pay + \$3.00/hr.

**This group includes but is not limited to:**  
Cranes, 150 tons up to and incl. 250 tons; Cranes, over 250 tons—add \$1.00 for every 100 tons over 250 tons; Crane, Tower (All); Crane Stiff-Leg or Derrick; Helicopter Hoist.

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## CONSTRUCTION LABORERS GROUP 1/FLAG PERSON FOR TRAFFIC CONTROL

<b>Wage</b>	<b>Benefit</b>
\$20.90	\$11.00

**Zone Pay:**  
0-25 mi. free zone  
>25-50 mi. base pay + \$2.50/hr.  
>50 mi. base pay + \$3.00/hr.

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## CONSTRUCTION LABORERS GROUP 2

<b>Wage</b>	<b>Benefit</b>
\$23.97	\$10.47

**Zone Pay:**  
0-25 mi. free zone  
>25-50 mi. base pay + \$2.50/hr.  
>50 mi. base pay + \$3.00/hr.

**This group includes but is not limited to:**

General Labor; Asbestos Removal; Burning Bar; Bucket Man; Carpenter Tender; Caisson Worker; Cement Mason Tender; Cement Handler (dry); Chuck Tender; Choker Setter; Concrete Worker; Curb Machine-lay Down; Crusher and Batch Worker; Heater Tender; Fence Erector; Landscape Laborer; Landscaper; Lawn Sprinkler Installer; Pipe Wrapper; Pot Tender; Powderman Tender; Rail and Truck Loaders and Unloaders; Riprapper; Sign Erection; Guardrail and Jersey Rail; Spike Driver; Stake Jumper; Signalman; Tail Hoseman; Tool Checker and Houseman and Traffic Control Worker.

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## CONSTRUCTION LABORERS GROUP 3

<b>Wage</b>	<b>Benefit</b>
\$24.19	\$10.47

**Zone Pay:**  
0-25 mi. free zone  
>25-50 mi. base pay + \$2.50/hr.  
>50 mi. base pay + \$3.00/hr.

**This group includes but is not limited to:**

Concrete Vibrator; Dumpman (Grademan); Equipment Handler; Geotextile and Liners; High-Pressure Nozzleman; Jackhammer (Pavement Breaker) Non-Riding Rollers; Pipelayer; Posthole Digger (Power); Power Driven Wheelbarrow; Rigger; Sandblaster; Sod Cutter-Power and Tamper.

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## CONSTRUCTION LABORERS GROUP 4

Wage	Benefit
\$25.18	\$10.47

### This group includes but is not limited to:

Hod Carrier\*\*\*; Water Well Laborer; Blaster; Wagon Driller; Asphalt Raker; Cutting Torch; Grade Setter; High-Scaler; Power Saws (Faller & Concrete); Powderman; Rock & Core Drill; Track or Truck Mounted Wagon Drill and Welder incl. Air Arc.

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### Zone Pay:

0-25 mi. free zone  
>25-50 mi. base pay + \$2.50/hr.  
>50 mi. base pay + \$3.00/hr.

## DIVERS

	Wage	Benefit
Stand-By	\$41.23	\$16.88
Diving	\$82.46	\$16.88

### Depth Pay (Surface Diving)

0-20 ft.	free zone
>20-100 ft.	\$2.00 per ft.
>100-150 ft.	\$3.00 per ft.
>150-220 ft.	\$4.00 per ft.
>220 ft.	\$5.00 per ft.

### Diving In Enclosures

0-25 ft.	free zone
>25-300 ft.	\$1.00 per ft.

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### Zone Pay:

0-30 mi. free zone  
>30-60 mi. base pay + \$4.00/hr.  
>60 mi. base pay + \$6.00/hr.

## DIVER TENDERS

Wage	Benefit
\$40.23	\$16.88

The tender shall receive 2 hours at the straight time pay rate per shift for dressing and/or undressing a Diver when work is done under hyperbaric conditions.

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### Zone Pay:

0-30 mi. free zone  
>30-60 mi. base pay + \$4.00/hr.  
>60 mi. base pay + \$6.00/hr.

## ELECTRICIANS

<b>Wage</b>	<b>Benefit</b>
\$34.08	\$14.91

### Travel:

No mileage due when traveling in employer's vehicle.

The following travel allowance is applicable when traveling in employee's vehicle:

0-18 mi. free zone  
>18-60 mi. federal mileage rate/mi.  
>60 mi. \$75.00/day

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## IRONWORKERS - STRUCTURAL STEEL AND REBAR PLACERS

<b>Wage</b>	<b>Benefit</b>
\$28.00	\$26.40

### Travel:

0-45 mi. free zone  
>45-60 mi. \$40.00/day  
>60-100 mi. \$65.00/day  
>100 mi. \$85.00/day

### Special Provision:

When the employer provides transportation, travel will not be paid. However, when an employee is required to travel over 70 miles one way, the employee may elect to receive the travel pay in lieu of the transportation.

### Duties Include:

Structural steel erection; assemble prefabricated metal buildings; cut, bend, tie, and place rebar; energy producing windmill type towers; metal bleacher seating; handrail fabrication and ornamental steel.

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## LINE CONSTRUCTION – EQUIPMENT OPERATORS

<b>Wage</b>	<b>Benefit</b>
\$35.04	\$16.45

### Travel:

No Free Zone  
\$60.00/day

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## LINE CONSTRUCTION – GROUNDMAN

<b>Wage</b>	<b>Benefit</b>
\$27.36	\$15.60

### Travel:

No Free Zone  
\$60.00/day

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## LINE CONSTRUCTION – LINEMAN

<b>Wage</b>	<b>Benefit</b>
\$45.74	\$17.60

**Travel:**  
No Free Zone  
\$60.00/day

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## MILLWRIGHTS

<b>Wage</b>	<b>Benefit</b>
\$32.00	\$13.57

**Zone Pay:**  
0-30 mi. free zone  
>30-60 mi. base pay + \$4.00/hr.  
>60 mi. base pay + \$6.00/hr.

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## PAINTERS

<b>Wage</b>	<b>Benefit</b>
\$28.00	\$10.30

**Zone Pay:**  
0-25 mi. free zone  
>25-50 mi. base pay + \$2.50/hr.  
>50 mi. base pay + \$3.00/hr.

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## PILE BUCKS

<b>Wage</b>	<b>Benefit</b>
\$31.00	\$13.57

**Zone Pay:**  
0-30 mi. free zone  
>30-60 mi. base pay + \$4.00/hr.  
>60 mi. base pay + \$6.00/hr.

**Duties Include:**

Set up crane; set up hammer; weld tips on piles; set leads; insure piles are driven straight with the use of level or plum bob. Give direction to crane operator as to speed, and direction of swing. Cut piles to grade.

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## TRUCK DRIVERS

	<b>Wage</b>	<b>Benefit</b>
Pilot Car Driver	\$22.39	\$11.00
Truck Driver	\$28.06	\$10.16

**Truck drivers include but are not limited to:**

Combination Truck and Concrete Mixer and Transit Mixer; Dry Batch Trucks; Distributor Driver; Dumpman; Dump Trucks and similar equipment; Dumpster; Flat Trucks; Lumber Carriers; Lowboys; Pickup; Powder Truck Driver; Power Boom; Serviceman; Service Truck/Fuel Truck/Tireperson; Truck Mechanic; Trucks with Power Equipment; Warehouseman, Partsman, Cardex and Warehouse Expeditor; Water Trucks.

**Zone Pay:**

**All Districts**

0-25 mi. free zone

>25-50 mi. base pay + \$2.50/hr.

>50 mi. base pay + \$.300/hr.

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This section contains the forms that will be used for administration of the project.



**Notice of Award**

Date of Issuance:

Owner: Anaconda Deer Lodge County

Bidder:

Engineer: Copper Environmental Consulting

Engineer's Project No.: 186001

Project: ADLC - Union Ave. and Fillmore St. Improvements

Contract Date:

Bidder's Address:

You are notified that your Bid dated \_\_\_\_\_ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for

The Contract Price of your Contract is \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

6 copies of the Drawings accompany this Notice of Award.

3 sets of the Conformed Contract Documents will be delivered separately or otherwise made available to you once they are complete.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [6] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Agreement the Bonds and Insurance specified in the Instructions to Bidders, General Conditions, and Supplementary Conditions.
3. Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

RECOMMENDED:	AUTHORIZED:	RECEIVED:
By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title:	Title:	Title:
Date:	Date:	Date:

**SHOP DRAWING SUBMITTAL AND REVIEW FORM**

Owner: Anaconda Deer Lodge County Submittal No. \_\_\_\_\_

Contractor: \_\_\_\_\_

Engineer: Copper Environmental Consulting Engineer's Project No.: 186001

Project: ADLC - Union Ave. and Fillmore St. Contract Date: \_\_\_\_\_  
Improvements

Submittal Date: \_\_\_\_\_ New Submittal  Resubmittal

Item No.	Description of Item Submitted	Manufacturer or Supplier	Specification Section	Bid Item No.
1				
2				
3				
4				
5				
6				

List Any Variances from Contract Document Requirements:

Contractors Certification: By submitting these Shop Drawings, the Contractor certifies that all Contractor's responsibilities under the Contract Documents with respect to review and submission of the above shop drawings have been satisfied and the Contractor's is in compliance with the Shop Drawing review requirements.

Engineer's Review: Engineer's review and approval of this submittal are expressly limited as provided in the Contract Documents and are only to determine conformance with information given in Contract Documents and compatibility with design concept of completed project as a functioning whole as indicated in the Contract Documents. Contractor is, and Engineer is not responsible for all matters relating to fabrication, shipping, handling, storage, assembly, installation, construction (including all safety aspects of performing the Work), and for coordinating the Work.

**SUBMITTED BY:**

**REVIEWED BY:**

By: \_\_\_\_\_  
Contractor  
(Authorized Signature)

By: \_\_\_\_\_  
Engineer  
(Authorized Signature)

Title: \_\_\_\_\_  ANEN,  ASN,  MCN,  RR,  R,  IO

Date: \_\_\_\_\_ Resubmittal Required  
Yes  No

Engineer's Review Comments:

*ANEN: Approved, No Exception Noted, ASN: Approved as Noted, MCN: Make Correction Noted, RR: Revise and Re-Submit, R: Rejected, IO: Information Only Receipt Acknowledged*

**Notice to Proceed**

Date of Issuance:		Effective Date:	
Owner:	Anaconda Deer Lodge County		
Contractor:			
Engineer:	Copper Environmental Consulting	Engineer's Project No.:	186001
Project:	ADLC - Union Ave. and Fillmore St. Improvements	Contract Date:	

Contractor's Address:

You are notified that the Contract Times under the above Contract will commence to run on \_\_\_\_\_. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Substantial Completion is \_\_\_\_\_, and the date of readiness for final payment is \_\_\_\_\_ [(or) the number of days to achieve Substantial Completion is \_\_\_\_\_, and the number of days to achieve readiness for final payment is \_\_\_\_\_]. This includes the following holidays:

Memorial Day (May 27<sup>th</sup>), Independence Day (July 4<sup>th</sup>), Labor Day (September 2<sup>nd</sup>), and Columbus Day (October 14<sup>th</sup>)

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

<b>RECOMMENDED:</b>	<b>AUTHORIZED:</b>	<b>RECEIVED:</b>
By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____



Field Order No. \_\_\_\_\_

Date of Issuance:

Effective Date:

Owner: Anaconda Deer Lodge County

Contractor:

Engineer: Copper Environmental Consulting

Engineer's Project No.: 186001

Project: ADLC - Union Ave. and Fillmore St. Improvements

Contract Date:

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 11.01, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference: \_\_\_\_\_  
Specification(s) Drawing(s) / Detail(s)

**Description:**

**Attachments:**

ISSUED:

RECEIVED:

By: \_\_\_\_\_ By: \_\_\_\_\_  
Engineer (Authorized Signature) Contractor (Authorized Signature)

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Copy to: Owner

**Change Order No.**

Date of Issuance:

Effective Date:

Owner: Anaconda Deer Lodge County

Contractor:

Engineer: Copper Environmental Consulting

Engineer's Project No.: 186001

Project: ADLC - Union Ave. and Fillmore St.  
Improvements

Contract Date:

**The Contract Documents are modified as follows upon execution of this Change Order:**

**Description:**

**Attachments (list documents supporting change):**

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:

\$ \_\_\_\_\_

[Increase] [Decrease] from previously approved  
Change Orders No. \_\_\_\_ to No. \_\_\_\_:

\$ \_\_\_\_\_

Contract Price prior to this Change Order:

\$ \_\_\_\_\_

[Increase] [Decrease] of this Change Order:

\$ \_\_\_\_\_

Contract Price incorporating this Change Order:

\$ \_\_\_\_\_

Original Contract Times: Calendar days

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] from previously approved Change Orders  
No. \_\_\_\_ to No. \_\_\_\_:

Substantial completion (days): \_\_\_\_\_

Ready for final payment (days): \_\_\_\_\_

Contract Times prior to this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

Contract Times with all approved Change Orders:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

**RECOMMENDED:**

**AUTHORIZED:**

**RECEIVED:**

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Engineer  
(Authorized Signature)

Owner  
(Authorized Signature)

Contractor  
(Authorized Signature)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Work Change Directive No.**

Date of Issuance:	Effective Date:
Owner:       Anaconda Deer Lodge County	
Contractor:	
Engineer:    Copper Environmental Consulting	Engineer's Project No.:       186001
Project:     ADLC - Union Ave. and Fillmore St. Improvements	Contract Date:

**Contractor is directed to proceed promptly with the following change(s):**

**Description:**

**Attachments:**

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

- Non-agreement on pricing of proposed change.
- Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price     \$	[increase] [decrease].
Contract Time    days	[increase] [decrease].

**Basis of estimated change in Contract Price:**

- |   |                                     |
|---|-------------------------------------|
| <input type="checkbox"/> Lump Sum         | <input type="checkbox"/> Unit Price |
| <input type="checkbox"/> Cost of the Work | <input type="checkbox"/> Other      |

<b>RECOMMENDED:</b>	<b>AUTHORIZED:</b>	<b>RECEIVED:</b>
By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____



## Certificate of Substantial Completion

Date of Issuance:

Effective Date:

Owner: Anaconda Deer Lodge County

Contractor:

Engineer: Copper Environmental Consulting

Engineer's Project No.: 186001

Project: ADLC - Union Ave. and Fillmore St. Improvements

Contract Date:

**This Certificate of Substantial Completion applies to:**

- |                          |   |
|--------------------------|---|
| <input type="checkbox"/> | All Work under the Contract Documents         |
| <input type="checkbox"/> | The following specified portions of the Work: |

**Date of Substantial Completion:**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:**

- |                          |                          |
|--------------------------|--------------------------|
| <input type="checkbox"/> | Not Amended              |
| <input type="checkbox"/> | Amended Responsibilities |

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

EXECUTED:	ACCEPTED:	RECEIVED:
By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____



## ENGINEER'S COMPLETION AND ACCEPTANCE CERTIFICATE

Owner:	Anaconda Deer Lodge County		
Contractor:			
Engineer:	Copper Environmental Consulting	Engineer's Project No.:	186001
Project:	ADLC - Union Ave. and Fillmore St. Improvements	Contract Date:	

On the basis of observations of the Work during construction and final inspection and review of the final application for payment and accompanying documents, the Engineer is satisfied that the Work has been completed and the Contractor's other obligations under the Contract Documents have been fulfilled. These observations and inspections have not been exhaustive, and responsibility for compliance with the Contract by the Contractor remains absolute. The project is hereby declared complete and the Engineer recommends that final payment be released to the Contractor.

By signing this document, the Owner agrees that on the basis of independent observations and inspections and the recommendation of the Engineer, the Owner accepts the Project as complete. The date of the Owner's signature below establishes the Date of Acceptance when final payment becomes due.

This recommendation by the Engineer and acceptance by the Owner does not relieve the Contractor of the "Contractor's Continuing Obligation" as described in Contract General Condition 14.09. The Contractor is reminded this Project is under warranty beginning the date Substantial Completion was awarded and that bonds shall remain in effect for one year after the Date of Acceptance specified above.

<b>RECOMMENDED:</b>	<b>ACCEPTED:</b>	<b>ACKNOWLEDGED:</b>
By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

## CONTRACTOR'S FINAL COMPLETION CERTIFICATE

---

Owner: Anaconda Deer Lodge County

Contractor:

Engineer: Copper Environmental Consulting                      Engineer's Project No.: 186001

Project: ADLC - Union Ave. and Fillmore                      Contract Date:  
                    St. Improvements

---

I certify to the best of my knowledge and belief that all work on the project listed above has been performed and materials supplied in strict accordance with the terms and conditions of the corresponding contract, dated as listed above, between Anaconda Deer Lodge County, the Owner, and \_\_\_\_\_, the Contractor.

I further declare that all bills, for materials, supplies, utilities and for all other things furnished or caused to be furnished by the above named contractor and used in the execution of the above contract have been fully paid, and that there are no unpaid claims or demands of State Agencies, Subcontractors, material men, mechanics, laborers or any others resulting from or arising out of any work done or ordered to be done by said contractor under the above identified contract.

In consideration of the prior and final payments made and all payments made for authorized changes, the Contractor releases and forever discharges the Owner from any and all obligations and liabilities arising by virtue of said contract and authorized changes between the parties hereto, either verbal or in writing, and any and all claims and demands of every kind and character whatsoever against the Owner, arising out of or in any way relating to said contract and authorized changes.

This statement is made for the purpose of inducing the Owner to make Final Payment under the terms of the contract, relying on the truth and statements contained therein.

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public for the State of Montana  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**CONSENT OF SURETY**  
**For Final Payment**

---

Date of Issuance:		Location:	Anaconda, MT
Owner:	Anaconda Deer Lodge County	Type of Contract:	Unit Price
Contractor:			
Engineer:	Copper Environmental Consulting	Engineer's Project No.:	186001
Project:	ADLC - Union Ave. and Fillmore St. Improvements	Contract Date:	

---

Amount of Contract: \_\_\_\_\_

In accordance with the provisions of the above named contract between the Owner and the Contractor, the following named surety:

on the Payment Bond of the following named Contractor:

hereby approves of final payment to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the following named Owner:

---

[as set forth in said Surety company's bond]

Surety Company acknowledges that above named contract requires Bonds to remain in effect for one year after final payment is due.

**IN WITNESS WHEREOF**, the Surety Company has hereunto set its hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Affix Corporate Seal Here:

\_\_\_\_\_  
(Name of Surety Company)

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
TITLE:

## AFFIDAVIT OF RELEASE OF LIENS

To All Whom It May Concern:

**WHEREAS**, the undersigned has been employed by Anaconda Deer Lodge County to furnish labor and/or materials for work, under a contract **DATED** \_\_\_\_\_, 2020, for the improvement of the premises described as ADLC - Union Ave. and Fillmore St. Improvements in **COUNTY OF** Deer Lodge **STATE OF** Montana of which Anaconda Deer Lodge County is the Owner.

**NOW, THEREFORE**, this \_\_\_ day of \_\_\_\_\_, 2020, for and in consideration of the sum of \$\_\_\_\_\_ Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due to become due from the Owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above described premises by virtue of said contract.

Furthermore, the undersigned hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto, if any, include all Subcontractors of the undersigned, all suppliers of materials and equipment, and all performers of Work, labors or services, who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

**EXCEPTIONS:** (If none, write "None". The Contractor shall furnish bond satisfactory to the Owner for each exception.)

**ATTACHMENTS:** Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, if any. (If none, write "None".)

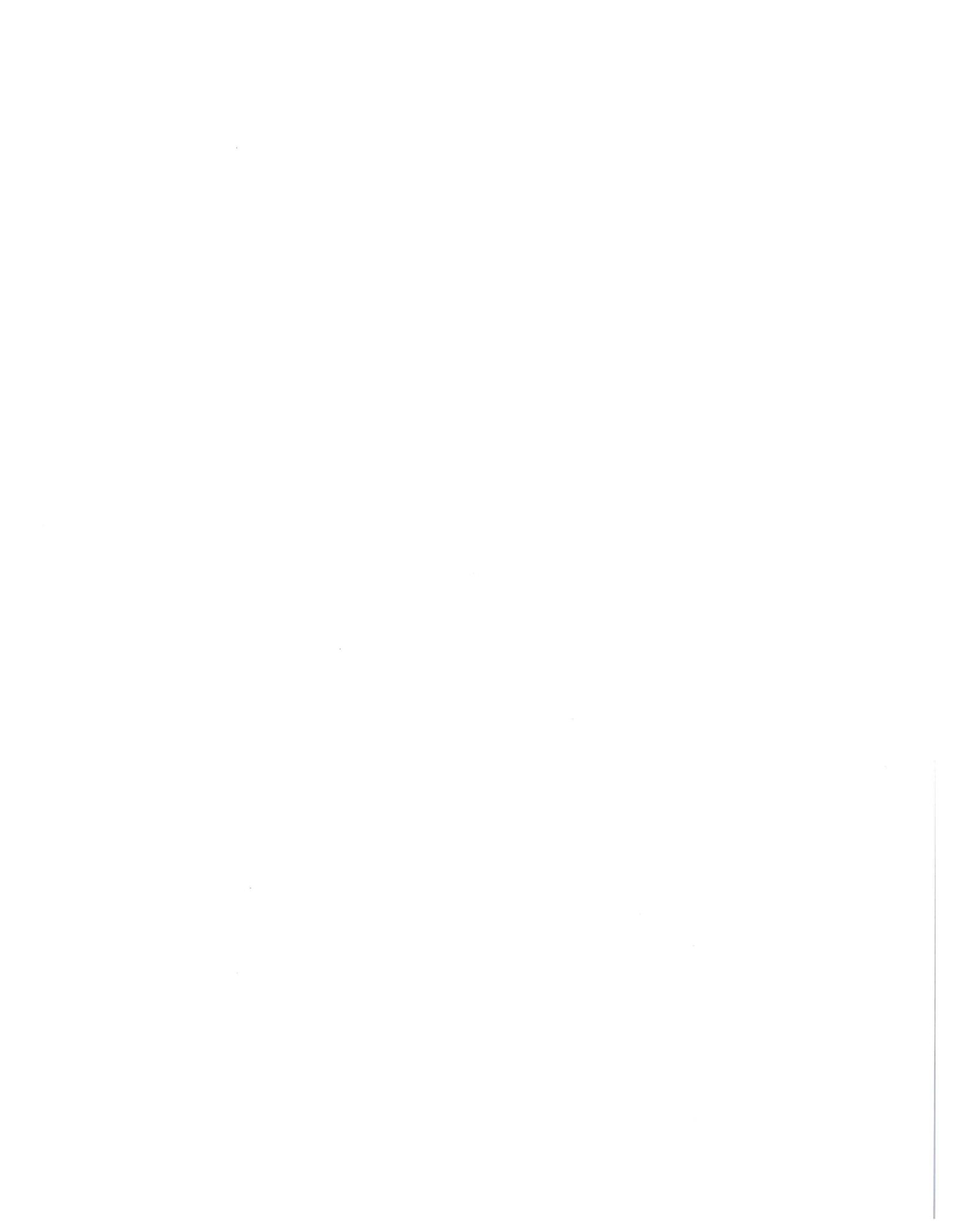
Affix Corporate Seal Here:

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE



**ANACONDA-DEER LODGE COUNTY**

Courthouse – 800 Main Street

Anaconda, Montana 59711

Telephone (406) 563-4000

Fax (406) 563-4001



# DIVISION 1



Copper Environmental  
Consulting

A PRISM SPECTRUM COMPANY

406 East Park Avenue, Suite 2

Anaconda, Montana 59711

(406) 563-2700

Fax: (406) 563-2701



**PART 1 - GENERAL****1.01 DESCRIPTION**

- Installation of 1556-LF of 8-inch PVC water mains along currently proposed sections of Union Ave.;
- Installation of 1,162-LF of 8-inch sanitary sewer main along currently proposed sections of Union Ave.;
- Installation of 724-LF of 18- inch HDPE storm drains along Union Ave.;
- Installation of 1,092-LF of 24- inch HDPE storm drains along Union Ave.;
- Installation of 5 new gate valves;
- Installation of 3 fire hydrant assemblies;
- Installation of 10 water service line and curb stops;
- Installation of 8 storm drain manholes;
- Installation of 1 sanitary sewer taps;
- Installation of 6 sanitary sewer manholes;
- All associated fittings and connections;
- Excavation and handling of potentially contaminated material for utility installation and road construction.
- Backfill of contaminated areas with approved materials such as pipe bedding and structural backfill
- Subgrade preparation, road construction, asphalt, sod, and seed surface restoration; and
- Provisions for traffic control and for temporary water supply.

**1.02 INSTALLATION**

A. Installation: Trenchless installation of storm drains is not permitted.

**1.03 SIDEWALK, CURB & GUTTER REPAIR:**

A. All sidewalks, curb, and gutter impacted or otherwise damaged by installation of new storm drain inlets, manholes, or storm main in performance of the project shall be repaired by the Contractor. Sidewalk and curb and gutter restoration is not specifically called out on the plans in every location it exists.

**1.04 CONTRACT DOCUMENTS**

A. Portions of the Contract Documents are written in the imperative mode. Except where specifically intended otherwise, the subject of all imperative statements is the Contractor. For example, "Furnish..." means "Contractor shall furnish...", "Provide" means "Contractor shall provide...". For imperatives specifically addressing the Engineer/Owner, see paragraph 1.02, General Conditions.

B. Contract Documents are defined in Article 1, paragraph 1.01.A.12, General Conditions, as modified by Montana Public Works Standard Specifications, any supplemental conditions, and Article 9 of the Agreement Form.

C. The Contract Documents are intended to provide the basis for proper completion of the work suitable for the intended use of the Owner. Comply with Article 3, General Conditions. Specifications and Drawings included in these contract documents establish the performance, quality requirements, location and general arrangement of materials and equipment, and establish the minimum standards for quality of workmanship and appearance. Anything not expressly set forth but which is reasonably implied or necessary for proper performance of the project shall be included.

D. The various portions of the Contract Documents, of which these specifications are a part, are essential parts of the Agreement, and a requirement occurring in any portion or part is binding as though occurring in all. All portions are intended to be complementary and to describe and provide for a complete work as referenced in Article 3, General Conditions. Unless specifically noted otherwise, in the case of discrepancy the following hierarchy shall be observed:

1. Addenda, which will govern over;
2. Section 00820 – Supplementary Conditions, which will govern over;
3. Section 01020 – Modifications to MPWSS, which will govern over;
4. Project Drawings, which will govern over;
5. These Specifications.

E. A requirement mentioned in one part/section of the Contract Documents shall be considered as having been mentioned in all parts/sections.

### 1.05 WORK HOURS

A. Night Work: Night work shall be allowed only with written approval of Owner. Emergency work may be done without prior permission.

B. Coordination with Subcontractors: All work shift times of the Prime Contractor and his subcontractors shall coincide with each other to prevent extending the total hours of work in a single day.

C. Hours: To minimize construction noise impacts on the local residents, no construction activities will be allowed between the hours of 8:00 p.m. and 8:00 a.m., unless explicitly allowed by the Engineer in writing.

D. Schedule: The work shall be completed between the fall 2020 and spring 2021 construction seasons. The work essential for the Forge Hotel opening must be prioritized and should be coordinated with Owner and RPR.

### 1.06 WORK SEQUENCE

A. The work shall be fully completed between the fall 2020 and spring 2021 construction seasons.

#### B. Asphalt Replacement:

1. Blocks shall remain closed to traffic until all spoils piles are removed from the street and a temporary driving surface is prepared.

2. A maximum of three consecutive or connected blocks and two intersections shall be closed to traffic at any one time, unless otherwise approved by the Engineer. Before any work requiring road closure may begin in a forth block, the first block must be have a temporary driving surface prepared. The work area shall be cleaned of all debris, and construction materials and equipment shall be removed from the first block.

3. Contractor shall closely follow road work area clean up with installation of permanent asphalt, concrete, or gravel surface restoration. A maximum of 1800 feet or three (3) city blocks shall have temporary driving surface at any one time unless approved by the Engineer.

4. Construction of the section of West Third Street between Hickory Street and Main Street shall be performed after ADLC performs installation of new street lights.

#### C. Concrete Curb and Sidewalk Replacement:

1. As long as road closures are of relatively short duration, for example during concrete pours, there are no restrictions related to how many intersections can be worked on at the same time. As the new curbing is completed, the gap between the face of new curbing and the existing asphalt must be temporarily backfilled to grade with road mix as soon as the new concrete has reached sufficient strength for vehicle traffic.

#### 1.07 CONTRACTOR USE OF PREMISES:

The Contractor shall confine his operations to the site of the proposed Work and comply with paragraph 6.11, General Conditions. The Contractor shall not park vehicles or equipment or store materials on private property without written permission from the property owner. The Contractor shall be solely responsible for obtaining and shall pay all costs in connection with any additional work area, storage sites, and access to the site, or temporary right-of-way, which may be required for proper completion of the Work. It shall be understood that the responsibility for protection and safekeeping of equipment and materials on or near the site will be entirely that of the Contractor and that no claim shall be made against the Owner by reason of any act of an employee or trespasser. It shall be further understood that should any occasion arise necessitating access by the Owner to the sites occupied by these stored materials and equipment, the Contractor owning or responsible for the stored materials or equipment shall immediately remove same. No materials or equipment may be placed upon the property of the Owner until the Owner has agreed to the location contemplated by the Contractor to be used for storage.

#### 1.08 FIELD SURVEY

A. Survey Markers and Monuments. The Contractor shall protect and not disturb any survey markers or monuments, such as lot or block corners, property pins, or section corners or section breakdown corners. Any survey marker or monument that is disturbed or destroyed by the Contractor shall be replaced at no cost to the Owner by a licensed land surveyor at the Contractors expense. The Contractor shall engage the services of a registered land surveyor to tie the existing corner prior to construction, to punch the corner location on the new monument following construction, and to file a Certified Corner Recordation form with the Anaconda-Deer Lodge County Clerk and Recorder. Care shall be taken not to disturb the survey monument following installation.

B. Construction Staking: The Engineer has established benchmarks for horizontal and vertical control along the project site. The Engineer can provide a control point table and provide electronic data. The Contractor shall be responsible for maintaining these benchmarks. The Contractor shall be responsible to provide all line, grade, and feature stakes at a minimum to include station marks and grade stakes on shallow or flat slopes and as necessary to complete the work.

#### 1.09 SUBSURFACE CONDITIONS

The Contractor shall satisfy himself as to the subsurface conditions at the site of the work. The Contractor shall be aware that ground water and soil moisture contents can fluctuate seasonally. Supplementary subsurface information is available in Appendix A in the report "Geotechnical Investigation Report, Water Line Replacement Third Street, Anaconda, MT, August 2020", by Dowl HKM. The bidders shall make independent investigations as they believe are necessary to prepare their bid. The Contractor is responsible to determine construction methods and include these costs in the bid unit prices. Methods and procedures related to wet soils could include adjusting the moisture of the material or removal of the wet material and replacement with another suitable material.

**1.10 CONTAMINATED SOILS**

The project site is located within the boundaries of the Community Soils Operable Unit of the Anaconda Smelter National Priorities List Site (Superfund Site). The Contractor shall be responsible for determining and complying with all applicable Environmental Safety and Health laws. The Engineer has coordinated with ADLC Superfund Staff to identify potentially contaminated soils on the project. Appendix C contains ADLC’s Institutional Controls Work Plan (ICWP) which identifies any potentially contaminated areas on or adjacent to the project site and identifies specific requirements related to excavation and the Superfund Site. Contractor shall coordinate excavation with the ADLC Superfund Staff and understand and comply with the conditions included in the ICWP.

A. Arsenic and lead may be present on the project above the residential action levels. The residential action level for arsenic in soils is 250 parts-per-million (ppm) and 400 ppm for lead. ADLC Superfund Staff will sample excavated soil in areas that have not been previously sampled in order to determine if special soils handling is required (arsenic levels above the 250 ppm action level/lead levels above the 400 ppm action level). Special soils handling will be determined on a case by case basis within these areas. Contaminated soils from these areas may also be directed to the Superfund repository.

B. Soil Removal/Replacement:

1. Excavated material may be reused as backfill.
2. If field sampling performed by the county Superfund staff determines that soils being disposed of off-site are contaminated, soils must be hauled to the Superfund repository as described in the next section. If imported soil is required, it will be paid for under the Imported Backfill Material Bid Item.
3. Excavated material that is potentially contaminated must be thoroughly cleaned from sodded areas, sidewalks, and pavements so that no potential contamination remains on the surface. Areas where potentially contaminated excavated material has been placed must be inspected and certified as clean by a Superfund staff member.

**1.11 REMOVAL/DISPOSAL OF EXISTING MATERIALS**

A. Trench Spoils:

1. Excavated spoils material that is suspected to be tailings or other mine waste based on visual observation may require removal to the Superfund repository. At the time suspected waste is discovered, the Contractor shall notify ADLC Superfund staff, who will arrange for materials sampling and determination of disposal needs.
2. All excavation spoils on this project shall be considered potentially contaminated and will not be accepted at the ADLC landfill unless approved by Superfund staff and the excess material is below residential arsenic and lead action levels. Excess spoil material requiring off-site disposal that is found to be contaminated by visual inspection or testing shall be hauled to the Superfund repository, located approximately five miles east of Anaconda. Drivers hauling contaminated soil to the repository will not be required to be 40-hr HAZWOPER trained.
3. The Contractor is responsible for all routine costs associated with stockpiling, hauling, loading, and unloading of spoils. The Contractor is responsible for identifying where clean soil will be disposed of before the project start date and submitting proposed location to the Engineer at the Pre-Construction Meeting.

4. The ADLC Superfund staff can be reached by phone at 406-563-7476. Superfund staff will brief Contractors and Subcontractors regarding requirements and procedures for utilizing the Superfund repository. A pre-construction meeting between the Contractors/Subcontractors and Superfund staff is mandatory before earth moving operations commence.
  5. It is the Contractor’s responsibility to dispose of excess soils found to not be contaminated.
  6. Asphalt and hydrocarbon-contaminated material must be separated from underlying materials prior to hauling and disposal at the Superfund repository.
  7. Any garbage or debris encountered must be separated and hauled to the ADLC landfill at no additional cost to ADLC. The ADLC Landfill is a Transfer Station and not a full landfill. The Contractor shall not rely on the landfill to accept asphalt removed from the project. It is the Contractor’s responsibility to dispose of asphalt removed from the project. Wayne Wendt with the ADLC Road Department (406-560-3205) may be contacted to determine acceptable sites in the County to dispose of asphalt removed from the project. Pulverized asphalt is acceptable backfill material.
  8. Imported backfill may be required to replace contaminated soil removed. If the Contractor does not have a source of clean material, ADLC Superfund staff will assist the contractor in locating clean fill. Imported material required to replace contaminated soil will be paid for under the Imported Backfill Material bid item. Following Superfund staff soil handling instructions can limit these additional expenses.
  9. All mine waste identified and/or removed shall be noted and its location included in the record drawings.
  10. The ADLC Superfund staff will periodically sample stockpiles. The Contractor will accommodate reasonable access for this sampling.
  11. Reimbursement for costs related to disposal of mining waste or contaminated material and replacement with suitable imported material shall be made in accordance with the bid item provided in the bid form for “Alt. Exploration – Extra Work.” Imported material required to replace contaminated soil will be paid for under the Imported Backfill Material bid item.
  12. Arsenic. Material excavated from trenches may contain arsenic concentrations in excess of the 250 ppm action level for residential properties, as determined by the ADLC. Excess spoils material with elevated (>250 ppm) arsenic levels shall be hauled to and disposed of at the Superfund repository.
- Lead. Material excavated from trenches may contain lead concentrations in excess of the 400 ppm action level for residential properties, as determined by ADLC. Excess soils material with elevated (>400 ppm) lead levels shall be hauled to and disposed of at the Superfund repository.
- a. A forty-eight (48) hour notice shall be given by the Contractor to ADLC Superfund staff prior to hauling any material to the repository. A seventy-two (72) hour notice is required if the material is to be hauled to the repository on the weekend.
  - b. Contaminated material shall be removed and disposed of each day. It shall not be stockpiled overnight.
  - c. While on the repository property, the Contractor shall follow all Atlantic Richfield Company safety regulations including, but not limited to: participating in a pre-entry briefing; wearing personal safety equipment at all times inside and outside the vehicle (hard hat, vest, safety glasses, steel-toed

boots, long-sleeved outerwear). The vehicle transporting the material must be road legal and carry a fire extinguisher.

**1.12 OTHER CONTAMINATION**

Contaminants in soils other than those discussed above encountered during the project shall be addressed by the Owner at the time of discovery.

**1.13 DEWATERING ACTIVITIES**

Contaminated Materials: For areas where it is determined that the Work will be in contaminated groundwater, the dewatering procedure and progress of the Work shall be addressed by the Owner and Engineer at the time of discovery.

**1.14 DIESEL FUEL USED ON THE PROJECT**

In accordance with MCA 15-70-403 (7), taxed clear fuel, must be used as required by state law to construct the project. Prime Contractors are responsible for compliance of their own equipment, and the equipment of all Subcontractors and their Subcontractors.

**1.15 ASBESTOS CEMENT PIPE**

Specific procedures are required for the handling of asbestos cement pipe. If found, Contractor shall handle asbestos cement pipe in accordance with federal and state guidelines for handling, hauling and disposing of AC pipe materials.

**1.16 FIELD CHECK OF EXISTING STRUCTURES**

The dimensions and elevations of existing structures and locations of existing fences, pipelines, conduits, cables, and equipment shown on the drawings were taken for the most part from available records and survey data and are not guaranteed for accuracy. It shall be the responsibility of the Contractor to check all dimensions and elevations of existing structures, pipelines, conduits, cables, equipment, or other existing items affected by or affecting the Work under this contract, prior to the start of construction or ordering materials and equipment affected thereby. The Contractor's attention is directed to the Instructions to Bidders which requires that each bidder visit the site of the Work to familiarize himself with the arrangement and condition of existing construction that is to be connected to or that is to remain in place.

**1.17 SURFACE DRAINAGE**

Water from such sources as surface runoff during project construction shall not be allowed to enter into drainage ways or open areas that will cause flooding of existing structures, street intersections, or lawn areas.

**1.18 PROJECT COORDINATION**

**A.** Owner Contact: The Road Department superintendent will be primary Owner contact with respect to any work on the street construction and storm drain. Contact Wayne Wendt at 406-560-3205.

**B.** Use of Premises:

1. The Contractor shall confine his operations to existing right-of-way at the site of the proposed work. Materials and equipment may be stored on the project site at locations approved by the Owner. It shall be understood that the responsibility for protection and safekeeping of equipment and materials on or near the site will be entirely that of the Contractor and that no claim shall be made against the Owner by reason of any act of an employee or trespasser.

2. Water required for construction such as compaction, paving dust control, or any other construction related work must be supplied by the Contractor at his expense.

C. Garbage Collection: Contractor is to coordinate with the local garbage collectors and their garbage pickup crews so as not to block alley approaches on scheduled pickup days in the respective areas. Alley ways shall be accessible from at least one direction at all times.

### 1.19 EXISTING FACILITIES

Utilities are generally shown on the Drawings, but the Contractor shall be solely responsible for locating all existing public and private underground installations, including service connections, in advance of excavating or trenching, by contacting the Owners thereof and prospecting. The Contractor shall use his own information and shall not rely solely upon information shown on the Drawings concerning existing underground installations. The Contractor shall protect utilities during excavation and repair all damage to existing utilities or property to the satisfaction of the utility owner or property owner at the Contractor's expense.

If any existing underground utility or facility not shown on the drawings is located so that it interferes with the work in either alignment or grade and has to be moved or otherwise modified, such work shall be done by the Contractor, and adjustment in payment will be made according to the General Conditions. Except as stated above, any delay, additional work or extra cost to the Contractor caused by existing underground installation shall not constitute a claim for extra work, additional payment, or damages.

To verify final clearance, Contractor shall expose existing sanitary and storm sewer utilities crossed over if the clearance is less than 2-ft. Contractor shall coordinate with the utility companies for the protection or adjustment of existing utilities in the vicinity of the work and shall have utility company representatives present when necessary to support utility poles or buried utility lines while working adjacent to such utilities. Contractor shall call Northwestern Energy at least 24-hrs prior to any gas line crossing. The Contractor shall pay all costs associated with having utility company representatives on the site for this work and shall include these costs in the price bid for related items of work.

Temporary service shall be provided by the Contractor during any period when utility lines are disturbed unless the Contractor makes other arrangements with the utility users and of existing utility lines, if interrupted, utility lines shall be restored as quickly as possible. Do not interrupt existing utility services without written permission from Engineer.

The Contractor shall utilize the one call utility located number for utility request, as required for any excavation work in Montana (1-800-424-5555). Additional utility contact numbers include but may not be limited to the following:

1. Northwestern Energy – Electric (1-888-467-2353) Local Contact – 406-497-2661
2. Northwestern Energy – Gas (1-888-467-2427)
3. Communications (Telephone/Fiber): Century Link – 406-728-9343
4. Anaconda Water 406-563-7111
5. Anaconda Sewer/Stormwater 406-563-4072
6. Anaconda – Street Light Wiring 406-563-4010
7. MDT Traffic Control – 406-494-9611

Contractor shall coordinate with ADLC electrician with respect to the street light wiring. Any damage caused to the street light wiring shall be repaired at the expense of the Contractor and the street lights shall be operational at the end of each day. No wire splices shall be allowed in conduit. If wiring in conduit is damaged it shall be replaced for its entire length between lights. If conduit is damaged it shall be replaced such that, if necessary, the wire can be pulled through it without obstruction. The ADLC electrician must either complete or inspect any repairs made to the wiring prior to backfilling the excavations.

A. Protection of Existing Utilities: Existing underground installations such as water mains, gas mains, sewers, telephone lines, power lines, and buried structures in the vicinity of the work to be done hereunder are indicated on the Drawings only to the extent such information has been made available to or discovered by the Engineer in preparing the Drawings. There is no guarantee as to the accuracy or completeness of such information, and all responsibility for the accuracy and completeness thereof is expressly disclaimed.

B. Protection of Existing Structures: Where construction will be required adjacent to existing structures, the Contractor shall be solely responsible to maintain the structural integrity of the existing structures. The Contractor shall take whatever means necessary to ensure that the existing structure is not damaged and, if necessary, shall install shoring or sheet piling or change the size or type of construction equipment. The Contractor shall repair all damage to the existing structures at his own expense. Any fences destroyed during construction shall be repaired to the satisfaction of the property owner. Any delay, additional work, or extra cost to the Contractor caused by existing structures shall not constitute a claim for extra work, additional payment or damages. Unless otherwise noted on the Construction Drawings, all existing ditches disturbed by construction shall be restored to their original size, line, and grade.

C. Miscellaneous Approaches: Individual drive approaches to garages, individual parking structures that extend into the street right-of-way, and any other items that are removed or damaged during construction shall be replaced by the Contractor at his expense.

D. Fiber Optic Cables: Special attention shall be paid to crossings of fiber optics cables and where the carrier pipes have been capped with concrete. In some cases, the bottom portion of the piping is not supported by the concrete cap. Contractor shall take special precautions in supporting and excavating under these crossings.

**1.20 ENVIRONMENTAL CONTROLS**

A. Keep project neat, orderly, and in a safe condition at all times. Provide on-site containers for collection of rubbish and dispose of it at frequent intervals during the progress of work. No burning of debris will be permitted inside the City limits. No trash shall be disposed of in the trench or excavations.

B. The Contractor shall sweep paved areas and water unpaved dry areas as deemed necessary by the Engineer to control soil dust, specifically on detour routes.

C. Contractor shall control erosion from the project in accordance with MT DEQ regulations.

D. Contractor shall dispose of all oil and petroleum products in an appropriate manner off-site. This requirement shall include any and all materials used for clean-up of such materials.

**1.21 DUST CONTROL**

Dust control shall be provided, and may include, but not be limited to, watering of the excavated material to prevent occupational or ambient exposure from dust. Material hauled to the repository must be covered or dust control measures taken to prevent soil migration.

### 1.22 ADVERSE WEATHER CONDITIONS

The Contractor is advised that should he request a prolonged adverse weather shutdown (i.e. winter shutdown) and should such a shutdown be approved by the Owner, all work on the project shall cease. Contractor shall be issued a Suspend Work Notice when the work stops and a Resume Work Order when the work commences. The time associated with this suspension of work will not be assessed against the contract time. The Engineer will not be available for work inspection during such shutdowns and any work completed by the Contractor during such a shutdown will not be accepted by the Engineer.

In no case will an adverse weather shutdown be approved by the Owner when construction work is only partially completed. Where the Owner approves a shutdown, the Contractor shall restore all utility services to users in the construction area and open up traffic access in the construction area.

The Contractor shall provide, and document to Engineer, weekly road inspection/maintenance during any shutdown period. Materials for this maintenance shall be consistent with the conditions of the roadway. Paved streets shall be maintained with cold mix, and gravel streets shall be maintained with gravel, each of thicknesses satisfactory to carry the traffic without development of surface irregularities. Any costs related to the road maintenance of the above will be the responsibility of the Contractor.

Should adverse weather require a shutdown of the work by the Owner or the Contractor, Contractor shall be responsible for any and all costs associated with the shutdown including but not limited to restoration of all utility services, restoration of streets and alleys to provide access during shutdown period, periodic road maintenance during shutdown period, demobilization, remobilization, and lost overhead and profit to the Contractor and any Subcontractors.

### 1.23 TEMPORARY CONTROLS

A. Temporary service shall be provided by the Contractor during any period when utility lines are disturbed unless the Contractor makes other arrangements with the utility users and Owners that are satisfactory to said users and Owners. Service of existing utility lines, if interrupted, shall be restored as quickly as possible.

B. Groundwater: The Contractor is advised that groundwater may be present at the project site. The Contractor is responsible for providing dewatering equipment and methods for this project. Groundwater shall be removed from the open trench area to satisfactorily prevent the rising of water into the new or any existing piping that may be exposed during the work. The Contractor shall be responsible for arrangements of permits and obtaining of sites for groundwater discharge. This shall include all cleanup, restoration, etc., of any discharge areas. The above-related work shall be part of the unit bid price for pipe. No separate payment will be made for dewatering.

### 1.24 CUTTING, PATCHING AND RESTORATION

A. Cutting: Asphalt thicknesses vary throughout the project. Previously observed thicknesses have been 2-inches to 8-inches. Other variations may be encountered. Contractor shall saw cut the existing asphalt to a straight and vertical edge through the full thickness of the existing section. Terminations of asphalt patch sections shall be as near perpendicular to the curb lines as possible. Similarly, the longitudinal edge of asphalt removal shall be as nearly parallel to the curb lines as possible.

1. Asphalt pulverizing will be allowed on the project. Provisions for paving against clean straight edge of existing asphalt remain in effect regardless of how the existing asphalt is removed. With respect to

safety and suitability for driving, any pulverized asphalt temporary driving surface opened for traffic must be equivalent to a gravel road surface per the drawing detail for gravel surface restoration.

B. Asphalt Disposal: Owner will take clean asphalt as defined by having no dirt debris or garbage collected from the project. Contractor is responsible for all costs of stockpiling, hauling, loading and unloading asphalt at the Owner's stockpile near the wastewater treatment facility. The asphalt stockpile is approximately six (6) miles from the project site(s). Contractor shall provide a minimum of two (2) days advance notice of asphalt delivery and coordinate delivery with Owner. Pulverized asphalt is an acceptable backfill material.

C. Temporary Driving Surface:

1. Contractor shall maintain the temporary surfaces in a safe and smooth condition until paving is completed. Failure to maintain surfaces will prevent work from proceeding into additional work areas, at the discretion of the Engineer.

2. Temporary Driving Surface During Winter Shutdown: If it is necessary to suspend work for a winter shutdown, any temporary surfaces installed within Montana Department of Transportation rights-of-way will require removal and restoration with permanent asphalt paving before a suspend work notice will be issued. For surfaces with temporary driving surfaces in place for extended periods, it is the Contractor's responsibility to maintain the surface per section 1.17. Contractor shall designate a contact individual responsible for maintenance of the temporary surfaces. Should surfaces need upkeep, at the discretion of the Engineer, Contractor shall have three (3) business days to make the appropriate corrections to the surface and restore the surface to a safe and smooth surface. Any costs incurred by the Owner to repair the driving surface after this three-day period has expired will be deducted from the Contractor's next pay request.

D. Pavement Damage: The Contractor is responsible for the protection of and the cost to replace asphalt damaged outside the pay limit. The Contractor shall use equipment sized and equipped to protect the asphalt outside the pay limit or pay for replacing the asphalt at his cost. The Contractor shall make his own assessment of the situation and adjust his bid accordingly.

E. Pavement / Lane Markings: All pavement/lane markings damaged or removed as part of the work shall be restored to a condition equal or better than the pre-existing condition. The Contractor shall be responsible for repainting of curbs and pavement markings that are disturbed in the work area. Contractor shall also restore all pavement/lane markings dulled or damaged outside of the trench restoration zone at no additional cost to the Owner.

For repainting, the work area shall include not only the pavement markings disturbed by the trench restoration, but also any area where pavement markings have been dulled, covered, scratched, marred, or otherwise disturbed by the Contractor's operations. Where plastic markings have been dulled, they shall be painted over so as to increase their remaining effectiveness. Where plastic markings have been removed, these markings shall be replaced with equivalent plastic markings. "Contractor's operations" include all construction operations and pavement restoration, traffic control, or storage of equipment or materials necessary for this project.

### 1.25 LANDSCAPING RESTORATION

All landscaping disturbed by construction activities must be restored to a condition equal to or better than the conditions existing prior to construction as judged by the Engineer. The Contractor shall be required to stockpile and restore all topsoil and irrigation systems disturbed by construction. Payment for landscape restoration shall

be incidental to the work associated with the restoration except as designated in the Measurement and Payment Section. Refer to Section 02223 for landscaping restoration requirements.

**1.26 TRENCH BACKFILL**

Replacement of Unsuitable Backfill Material in locations where excavated materials are encountered in excess of optimum moisture and meeting the soils classification of (ML, CL, SM or SC) and with moisture content in excess of 5% above optimum moisture, as determined by ASTM D698-91, the material may be removed from the site and replaced with material from an approved borrow source upon approval of the Engineer, and paid according to the Imported Soils Item in Section 01150, Measurement and Payment and conditions of this section. No payment will be made for hauling of gravel or sand materials (GC, GP, GM or similar) and import of borrow material to replace these materials. In materials with a moisture content between 3% and 5% above optimum, Contractor shall blend and/or aerate the material to reduce the moisture content to less than 2% over optimum. Borrow material shall be granular with a maximum size of 6 inches. Material shall be free of ashes, cinders, organic material, debris, frozen material or other unsuitable material. Material passing a #40 sieve shall not have a plasticity index in excess of 10. Pulverized asphalt is an acceptable borrow material.

A. Contractors shall complete trench excavation and spoiling of backfill material in a manner minimizing the contamination of free-draining materials with clays, saturated clays, and groundwater.

B. Contractor and Engineer shall reach agreement on the material that is unsuitable. Materials to be hauled from the site and replaced with borrow material shall be approved by the Engineer before the material is loaded and removed from the site.

**1.27 CONSTRUCTION AND TESTING WATER**

Construction water required for compaction of embankments, subgrade, and gravel courses, paving, cleanup, or any other construction related work shall be supplied by the Contractor at Contractor's expense. Any water supplied by the Owner through the public water supply system shall have appropriate backflow prevention equipment and metering equipment.

**1.28 RECORD DRAWINGS**

A. General: The Contractor's superintendent or his designated representative shall maintain, at the project site, a "Record Set of Drawings" showing field changes, as-built elevations, unusual conditions and utilities encountered during construction, dimensions to exposed features both for depth below finished grade and horizontal distance from a permanent surface feature, manufacturer's catalog number of equipment supplied, and other data as required to provide the Owner with an accurate "as-constructed" set of Drawings. Record drawings shall be maintained on a full-size plan set in a neat and legible condition. Drawing set shall not be used for construction purposes and shall be available for review by the Resident Project Representative at the job site during normal working hours.

B. Markings: Use red erasable colored pencils to annotate record drawings.

C. Review for Progress Payments: Prior to approval of each successive Progress Payment, Contractor will be asked to update and present the record drawing set to the Engineer or Engineer's field representative prior to Engineer approving the pay request. An approval by the Engineer shall not be given on the final payment request until complete record drawings are submitted to the Engineer. Final record drawings from the Contractor shall be submitted at least 7 days before the final progress payment to allow time to review the

drawing for completeness. Failure to submit record drawings in a timely manner, as described, may delay approval of final progress payment.

**1.29 CLOSE-OUT**

**A.** Cleaning: The Contractor shall clean the streets to the same or cleaner condition than prior to the start of construction. The cost of cleaning shall be included in the unit bid price for asphalt surface restoration. The work zone shall be complete, clean, and street marking reapplied to the satisfaction of the Owner prior to acceptance of the work zone and prior to opening of the street to normal traffic flow. No washing of the streets shall be allowed to discharge into sanitary sewer or storm sewer.

**B.** Reconciling Change Order: Reconciling change order to show final in-place quantity overruns and under runs will be prepared before final payment to the Contractor. The unit prices will remain unchanged. The reconciling change order will be prepared and executed before authorization of final payment to the Contractor.

**PART 1 - GENERAL**

This Section includes modifications and/or supplements to Divisions 1, 2, and 3 of the Montana Public Work Standard Specifications (MPWSS), Sixth Edition, April 2010. All provisions which are not so amended or supplemented remain in full force and effect.

**SECTION 02221 TRENCH EXCAVATION & BACKFILL FOR PIPELINES AND APPURTENANT STRUCTURES**

2.1.A.1 Amend this paragraph to read as follows:

Type 1 Pipe Bedding includes the material placed around the pipe as indicated in the standard details.

2.1.A.2 TYPE 1 PIPE BEDDING

Amend the end of the Section to read:

“...plasticity index of 6, determined by ASSHTO T89 or by ASTM D4318, and a maximum liquid limit of 25.”

2.1.B. SELECT TYPE 1 BEDDING

Delete this Section in entirety. Add the following Section.

2.1.E. UTILITY CABLE BEDDING (INCLUDING GAS, ELECTRIC, FIBER OPTIC TELEPHONE, CABLE)

1. Bedding for natural gas, electric, fiber optic, telephone and cable, shall be a well graded sand material with 100% by weight passing the No. 4 sieve and a maximum 10% by weight passing the No. 200 sieve.
2. Bedding material for these utilities shall be uniformly deposited and compacted and include the material from 4-inches below the utility to 6-inches over the utility.

3.3.D Blasting

Delete Article 3.3.D “Blasting” from Section 02221. No blasting will be allowed.

3.6.B.1.a. Revise the first sentence of this Section as follows:

Place Type 1 bedding as indicated in the standard details.

Add the following Section

3.6.B.1.c. During jointing of the pipe, the pipe bell or any coupling shall not be in contact with the trench bottom or walls. Following alignment, grading and “homing” of the pipe, the bedding shall be placed and compacted around the pipe bells and each side of the pipe to maintain the pipe position during subsequent pipe installation and backfilling operations.

The Contractor shall not over-stab the pipe joint by inserting the spigot past the "home line" marked on the spigot end. Hand stabbing or stabbing using manual lever-type devices are preferable for making joint connections. All over-stabbed joints shall be removed and reinstalled. If power equipment is used to perform the pipe stabbing operation and results in the movement of the pipe into which the spigot end is being inserted, the Contractor shall expose a minimum of three previously installed joints to allow the inspector to verify if previous joints are past the “home line”. If Contractor’s method of installation results in previously installed pipe joints moving such that the "home line" is not visible, then the Contractor shall modify his installation method to result in an acceptable installation. Pipe manufacturer’s installation guidelines shall be followed for all aspects of pipe installation.

3.6.B.2 Select Type 1 Bedding: Delete this Section in entirety.

**3.6.C Trench Backfill**

Amend Section 3.6.C.2 as follows:

C.2. Type A trench backfill shall be used under all asphalt and gravel surface restoration areas. Type B trench backfill shall be used under all grass surfaces, cultivated areas, and unimproved or unsurfaced areas. Type C trench backfill shall not be used. Delete all references in the MPWSS to “by AASHTO T99 or by ASTM D698” and replace with “by ASTM D698.”

Replace Section 6.a with the following:

6.a. Type A Trench Backfill. Place trench backfill in maximum 8 inch compacted lifts within 3 percent of optimum moisture content. Compact to a least 95 percent of maximum dry density determined by ASTM D698 for material which does exhibit a typical well-defined moisture-density curve, and 70% relative density as determined by ASTM D4253 and D4254 for material which does not exhibit a well-defined moisture density curve.”

Replace Section 6.b with the following:

6.b. Type B Trench Backfill. Place trench backfill in maximum 8 inch compacted lifts within 3 percent of optimum moisture content. Compact to a least 90 percent of maximum dry density determined by ASTM D698 for material which does exhibit a typical well-defined moisture-density curve, and 50% relative density as determined by ASTM D4253 and D4254 for material that does not exhibit a well-defined moisture density curve.”

**SECTION 02225 FLOWABLE FILL**

**1.3 Testing**

Delete Section 1.3.B.

**2.3 PROPORTIONS**

Delete Section 2.3B and replace with the following:

Ingredients	Weight/C.Y.
Cement – 0.45 sack	42 lbs.
Water – 39 gallons	325 lbs.
Air (entrapped)	1.5%
Course Aggregate (1” max. – size 57)	1700 lbs.
<u>Sand (ASTM C-33)</u>	<u>1845 lbs.</u>
Total	3912 lbs.

**SECTION 02235 CRUSHED BASE COURSE**

**2.3 GRADATION**

Amend the first sentence of the Part A to read:

A. “As determined by ASTM C117 and C136,....”

Add the following to the end of Part A:

Crushed base course for street and/or alley restoration shall meet the requirements of the 1-1/2” Minus gradation. Thickness shall be as identified in the drawings and/or details.

Amend the end of Part E to read:

“...as determined by ASTM D4318.”

**3.3 FIELD DENSITY REQUIREMENTS**

Amend the first sentence of Part C to read as follows:

- C. Provide the watering and rolling required to obtain a minimum field density of 97 percent of maximum dry density as determined by ASTM D698.

Add the following after Part C:

- D. Allow the final lift of crushed aggregate course to cure for a minimum of 72 hours and until in-place moisture content is 2% or more below optimum moisture content or a maximum of 5% final moisture content, whichever is lower. Meet these requirements prior to paving. Quality Control testing to determine in-place moisture content, shall be performed on the final lift of crushed base course at an interval of not less than 200-ft. Not more than 1 test, every 2,000-ft may be above the target value. The Contractor is responsible for corrective actions on sections not meeting moisture content requirements and for re-testing of such sections.

**SECTION 02502 ASPHALT PRIME AND/OR TACK COAT**

2.1.A. Delete “Liquefied Asphalt, MC-70” for Prime Coat Application”.

2.1.B. Delete this Section.

**SECTION 02510 ASPHALT CONCRETE PAVEMENT**

**2.2 PLANT MIX AGGREGATES**

Add the following to the end of Part 2.2:

- l.3. Aggregate for hot mix plant asphalt shall be Type B.

**2.3 ASPHALT BINDER MATERIAL**

Add the following sentence to the end of Part A.

- Use Grade (PGAB) PG 58-28.”

**2.4 HYDRATED LIME FOR ASPHALT CONCRETE**

Delete this Section in entirety.

**3.9 SAMPLING AND TESTING FOR ACCEPTANCE**

Replace the first sentence of Part A with the following sentence:

- A. Sampling and testing of aggregates or other constituent materials will be performed by the Contractor at locations determined by the Owner or Owner’s representative. Not less than two marshal tests will be required. In the event of failed tests, the Contractor will be responsible for re-testing.

**3.16 SPREADING AND FINISHING**

Replace Section 3.16.A.1 with the following:

- 1. The maximum lift thickness of surface courses is 3 inches.

**3.20 COMPACTION**

Replace Section 3.20.I with the following:

- I. The density shall be equal to or greater than 92 percent of the maximum density as determined by ASTM D2041.

**3.28 DENSITY AND SURFACE REQUIREMENTS**

Amend the first sentence of Part A to read as follows:

A. “The mat density shall be equal to or greater than 92 percent of the maximum density as determined by ASTM D2041 and equal to or greater than 92 percent of maximum (Rice’s) density, prepared as specified in Part 2-Products in this Section and made from plant mix meeting the job-mix formula.”

**3.29 PAVEMENT AND MATERIAL TESTING REQUIREMENTS**

Replace Sections 3.29.A and 3.29.B with the following:

A. Contractor shall provide two (2) core samples, at locations determined by the Owner or the Owners’ representative, of asphalt surface to check in place density and compacted depth. The cores are 4-inch (10 cm) diameter. Materials and acceptance tests shall be made by the Contractor to determine compliance with the specifications.

B. Materials failing to meet the tests specified may be retested if as directed by the Engineer. The Contractor shall pay the costs of any required re-testing for acceptance purposes. Re-testing shall be performed by the contractor. If there is a dispute, a third-party testing firm may be retained by the Contractor for additional retesting for the Engineer’s review and consideration.

Replace the first sentence in Section 3.29.C with the following:

C. In addition, the costs of the following tests are at the Contractor expense:

**SECTION 02660 WATER DISTRIBUTION**

**2.2 PIPE MATERIALS**

**2.2.B.2 Ductile Iron Pipe**

Amend this Section to read as follows:

Use underground pipe having push on joints. Pipe lengths requiring joint restraint shall be use Megalug mechanical joint restraints.

**2.2.B.5 Joints**

Amend this Section as follows:

B.5.a. Assure joints (fittings) are mechanical joint meeting AWWA C111. Fitting interior shall be cement mortar lined meeting AWWA C104 and NSF 61. Provide Megalug Series 1100 or Ford UFR1400-D-X-U Mechanical Joint Restraint, or approved equal, for all fittings, valves, fire hydrants, and mechanical joint pipe end connections. Fitting exterior shall be bituminous tar coated 1 mil thick and meeting NSF 61.

**2.2.B.6 Couplings**

Modify this Section as follows:

B.6.a. 1) Cast type with cast iron or ductile iron sleeves and malleable or ductile iron flanges. Use Smith Blair or Dresser Style 253, Ford FC1-L12-ESH, or Ford FC2A-L12-ESH Modular Long Sleeve Cast Couplings or approved equal. Couplings installed in locations where restrained joint pipe is called out shall be restrained joint couplings. All couplings used in connecting to the existing water system shall be restrained joint couplings. Couplings requiring restraint shall be EBAA Series 3800 or Ford RCDD Restrained Couplings, or approved equal.

**2.2.D. Concrete Cylinder Pipe:** Delete this Section in entirety.

2.2.E Water Service Pipe

Amend this Section as follows:

1. Use copper pipe in water service line construction as specified in the contract documents and meeting the following specifications.

2.2.E.1.d. Polyethylene Service Pipe: Delete this Section in entirety.

Solders and flux containing more than 0.2 percent lead and pipe fittings containing more than a weighted average of 0.25 percent lead must not be used on service connections.

2.4 CORPORATION STOPS

Amend Part A. as follows:

1. Provide brass ball corporation valves with AWWA taper inlet (“Mueller CC”) threads and conductive, compression outlet connection for copper tubing size (CTS) service line pipe. Corporation stops shall be Mueller 300 (B-25008), McDonald 74701BA, Ford FB1000-Q-NL, or Ford FB600-THW-NL, no equal.

2.5 SERVICE CLAMPS

Amend Part A. as follows:

1. Service lines shall be tapped into water main using a Romac 306 or Smith-Blair 372 Stainless Steel Service Saddle, or approved equal.
2. For larger service connections use bronze metal service saddles with single stainless steel strap and neoprene or Buna-N o-ring gaskets and AWWA tapered corporation stop threads. Use Mueller BR1S Series Ford 101BS with CC tap, or approved equal.

Add a Part B. as follows:

- B. Provide compression style couplings for connection to existing service lines. Use Mueller Series H-15403 or Ford C44-XX-Q-NL, C84-XX-Q-NL, C14-XX-Q-NL Quick Joints conductive, compression coupling for CTS tubing or similar style coupling for connections to other materials.

2.6 CURB STOPS

Amend Part A as follows:

1. Use 300 PSI rated Ball Curb Valves with conductive compression connection for CTS O.D. tubing.
2. Use Mueller B-25155, McDonald 76104Q, or Ford B44-XXXM-Q-NL with Minneapolis top thread, no equal.
3. Use Mueller 110 B-20287, McDonald 76105, or Ford B11-XXXM-NL with Minneapolis top thread where FIPT outlet is necessary for connection to existing service line, no equal.

2.7 CURB BOXES

Amend Part A as follows:

1. Use extension type curb boxes with Minneapolis pattern base.
2. Boxes shall be Mueller Series H-10300 and H-10300-99002, McDonald 5614 (3/4” and 1”) and 5615 (1-1/2” and 2”), or Ford EM2-XX-56 1-1/4” UPPER 1-1/2” BASE and Ford EM2-XX-57 1-1/4” UPPER 2” BASE, no equals.

2.8 VALVES

A. Gate Valves. Add the following:

Gate valves in sizes 4 inch to 12 inch shall be Mueller A2362 or Kennedy C-509 Resilient Wedge Gate Valves, no equal.

B. Butterfly Valves. Add the following:

Butterfly Valves shall be Mueller Class 150 or Kennedy 4500 150B, no equal.

2.9 VALVE BOXES

Amend Part A. as follows:

1. Use extension type valve boxes with 18" base. Boxes shall be Star® Pipe Products VB-0006 with #6 base, or approved equal.

Add the following Part B.

B. Where water main bury and respective valve depth is greater than 6.5 feet to the top of the adjacent pipe, operating extensions shall be provided to bring the operating nut to a depth no greater than 6-feet below grade. Extensions shall be steel with 2 inch operating nut, as manufactured by Sigma, or approved equal.

2.10 FIRE HYDRANTS

Add the following to the end of Part B:

Hydrants shall be Mueller Super Centurion 250 with 1-1/2 inch operating nuts and counterclockwise opening direction.

2.10.D. Amend the last sentence as follows:

Furnish hydrants for a 6.5 foot bury, unless otherwise required by the hydrant location as indicated in the drawings.

Add the following Section

2.10.E. The hydrant lead defined as the 6 inch pipe from the mainline tee to the hydrant shall be restrained from the hydrant through the tee, auxiliary gate valve and hydrant. Hydrant thrust blocks are not required.

Add Section 2.13 as follows:

2.13 INSULATION BOARD

Water line insulation board shall have a closed cell structure with an R-Value of 5 per inch of thickness. Maximum water absorption shall be 0.1% by volume and minimum compressive strength shall be 100 psi. Insulation board shall be installed with 2-inches of sand bedding, graded level in the trench, and 2-inches of sand over the top of the insulation board. Install insulation board in the locations shown on the drawings.

Add Section 2.14 as follows:

2.14 DETECTABLE BURIED WARNING TAPE

Detectable buried tape shall be installed over the water main and wrapped once around each valve box. Warning tape shall have a minimum overall thickness of 5.0 mils consisting of a minimum 3.5 mil solid aluminum core running the full length and width of the tape encased in a color coded inert plastic jacket which is impervious to all known alkali, chemical reagents, and solvents found in the soil. Color coding shall be in conformance with the APWA/ULCC Color Code. Warning tape shall have a minimum tensile strength

of 5000 psi and a maximum imprint length of 36 inches. Warning tape shall be 3 inches in width and shall be buried no more than 18 inches below finish grade unless specified otherwise.

Add Section 3.0 GENERAL

3.0 GENERAL

For portions of the project requiring temporary shutdown of the water system, the Contractor must have available all the necessary materials to complete the restoration of water to the system within eight (8) hours after the suspension begins or before 5:00 p.m., whichever comes first. The Contractor will be required to supply temporary water to the residential consumer affected by the shutdown if the above 8 hour limitation is expected to be exceeded and to all commercial consumers, regardless of the duration of the water shutdown.

Following the Engineer's and Owner's review and approval of any proposed shutdown request, the Contractor shall be required to give a minimum 24 hour advance notice (excluding weekends and holidays) to all residential consumers whose service will be temporarily affected, by means of individual notices delivered to each consumer. If the notices are not issued or the service is not ready to be connected to restore service, ADLC shall be free to exercise their authority in not closing down the existing valves and water main system.

3.2.D.2 Mechanical Joints

Add the following Part f.

- f. Install all mechanical joints, restrained joints, and restraining devices in accordance with manufacturer's instructions.

3.3.A. POLYETHYLENE ENCASEMENT

Modify this Section as follows:

Double-wrap all direct bury cast iron or ductile iron fittings including hydrant barrels, curb boxes, valve boxes, valves, pipe and fittings in polyethylene encasement.

3.4 TESTING, CLEANING AND DISINFECTING WATER MAINS, VALVES & FITTINGS

Add the following to the end of Section A.1:

Water lines shall be flushed to remove sediment prior to hydrostatic and leakage testing. Hydrostatic and leakage testing shall not be performed against existing valves. Where the newly laid pipe is to be connected to an existing pipe without a new valve, plug the newly laid pipe and perform the hydrostatic and leakage test. Once a satisfactory test has been completed, remove the plug and connect to the existing pipe. Hydrostatic and leakage testing shall be performed against every newly installed valve. However, a full 2-hour test will not be required against every valve, as long as each valve has been tested along with a given reach of pipe. A minimum of 30 minute test is required against each valve.

Add the following to the end of Section A.5:

The following table can be used as a guideline for allowable leakage.

**Table 3.4.A.1 – Allowable Leakage (gph)**

Test Pressure (psi)	150		250	
Length Diameter	6	8	6	8
100	0.05	0.07	0.06	0.09
200	0.10	0.13	0.13	0.17
300	0.15	0.20	0.19	0.26
400	0.20	0.26	0.26	0.34
500	0.25	0.33	0.32	0.43
600	0.30	0.40	0.38	0.51
700	0.35	0.46	0.45	0.60
800	0.40	0.53	0.51	0.68
900	0.45	0.60	0.58	0.77
1000	0.50	0.66	0.64	0.85
1100	0.55	0.73	0.71	0.94
1200	0.60	0.79	0.77	1.03
1300	0.65	0.86	0.83	1.11
1400	0.70	0.93	0.90	1.20
1500	0.74	0.99	0.96	1.28
1600	0.79	1.06	1.03	1.37
1700	0.84	1.13	1.09	1.45
1800	0.89	1.19	1.15	1.54
1900	0.94	1.26	1.22	1.62
2000	0.99	1.32	1.28	1.71
*Assumes 1 joint every 20-ft. Additional calculations necessary if more joints exist in pipe section tested.				

Modify Section C.2.a.3 as follows:

- 3) Calcium hypochlorite in granular form. ~~or in 5g tablets containing approximately 65 percent available chlorine by weight.~~ Meet AWWA B300 requirements.

Replace Section C.3.a with the following:

- a. Two (2) methods of chlorination may be used. The granule method and the continuous feed method. The granule method gives an average chlorine dose of approximately 25 mg./L; the continuous feed method gives a 24 hour chlorine residual of not less than 10 mg./L. Only the listed forms of chlorine of Section 3.4.C.2 shall be used. "Swimming Pool" type disinfectants shall not be used. All Bac-T samples shall require 48-hours laboratory time between test set up and available results to determine acceptability.

Replace Section C.3.a.1 with the following:

- 1) Granule Method

Delete Section C.3.a.1.d in its entirety.

Delete Section C.3.a.3 in its entirety.

Add the following after Section C.4.a:

- b. All flushing shall be performed during the normal work time as defined herein.

Replace Section D.1 with the following:

- 1. Two Bac-T samples shall be taken after final flushing. The second sample shall be taken 24-hours after the first. The Bac-T sample must be acceptable before the main will be accepted and allowed to be placed into service. All Bac-T sampling shall be done in the presence of the Engineer. It is the Contractor’s responsibility to schedule the sampling as required to allow for the results to be determined at the appropriate time and taking into account weekends and holidays. There shall be no sampling done on holidays and weekends unless otherwise approved by the Engineer. All testing for acceptance of the water main to be placed in service shall be paid for by the Contractor.

Add the following after Section D.3:

- 4. The discharge water from water main disinfection work shall be treated/neutralized prior to discharge to the sanitary sewer or storm sewer collection system. The Contractor’s responsibility for this includes neutralization of the chlorine to a maximum residual of 4.0 mg/l prior to entry into a sewer manhole. The Contractor shall be responsible for work relative to meeting these requirements, and this shall be incidental to the work. If discharge of disinfected water is proposed to any other location it is the Contractor’s responsibility to neutralize the water to levels that meet the State and Federal non-degradation criteria and apply for the appropriate permits to allow the discharge.

**3.7. FIRE HYDRANTS**

Add the following new Section C:

- C. Install hydrant barrel extensions for bury depths greater than 6 feet 6 inches.

**3.8 SERVICE LINE INSTALLATION**

Add a new Section “C” as follows:

- C. Service lines that are abandoned in place shall have the top section of the curb box removed, and the hole filled with sand to 4” below ground level. Surface to be restored to that of surrounding area, i.e. concrete, gravel, or sod. In removing the curb box any concrete or asphalt involved shall be saw cut. Any damage to landscaping other than a four (4) inch hole or smaller filled with sand shall be repaired to original condition or better by the Contractor. All work associated with the removal of the curb box shall be incidental to the unit bid water line cost.

Add a new Section “D” as follows:

- D. Trenchless installation for replacement of existing services is an acceptable method of service line installation.

**3.9 TAPPING**

Refer to Section 02660, 2.5 above for direct tapping allowances.

**SECTION 02730 SANITARY SEWER COLLECTION SYSTEMS**

Add Section 2.4 Insulation Board

**2.4 INSULATION BOARD**

Insulation board shall have closed cell structure with an R-Value of 5 per inch of thickness. Maximum water absorption shall be .1% by volume and minimum compressive strength shall be 40 psi. Insulation board shall be installed with 2-inches of sand bedding and 2-inches of sand over the top of the insulation board. Install insulation board in the locations shown on the drawings.

**3.1.D. Laying Pipe**

Add the following after Sections D.4:

5. The CONTRACTOR shall not over-stab the pipe joint by inserting the spigot past the “home line” marked on the spigot end. Hand stabbing or stabbing using manual lever-type devices are preferable for making joint connections. All over-stabbed joints shall be removed and reinstalled. If power equipment is used to perform the pipe stabbing operation and results in the movement of the pipe into which the spigot end is being inserted, the CONTRACTOR shall expose a minimum of three previously installed joints to allow the inspector to verify if previous joints are past the “home line”. If CONTRACTOR’s method of installation results in previously installed pipe joints moving such that the “home line” is not visible, then the CONTRACTOR shall modify his installation method to result in an acceptable installation.
6. Pipe manufacturer’s installation guidelines shall be followed for all aspects of pipe installation.
7. Unless otherwise approved by the ENGINEER, the laying of pipe shall begin at the lowest point. For bell and spigot pipe, the pipe shall be installed so that the spigot ends point in the direction of flow (bell end upgradient).

**3.2 MANHOLES**

Add the following section after Section A.3.

4. CONTRACTOR to survey and provide written documentation the manhole meets the alignment and grade tolerances for laying pipe specified in section 3.1.E.1 prior to acceptance and payment for the manhole.

**3.4 TESTS**

Add the following to the end of Section A:

The test required for acceptance shall include light test, leakage test and T.V. inspection. Notify the ENGINEER at least 48 hours in advance of all testing.

Submit a testing plan to the ENGINEER for review two (2) weeks prior to testing. Test plan shall include testing procedures, methods (including means of determining the ground water table at each manhole), equipment, and tentative schedule. Advance written approval for deviations from Drawings and Specifications is required.

Should a line or manhole fail to pass any of the acceptance tests as outlined, the CONTRACTOR shall, at his expense, determine the source of the failure, make any necessary repairs, and retest the segment of piping or manhole in question at no cost to the OWNER.

Prior to conducting acceptance testing, thoroughly flush and clean lines of any construction debris. The CONTRACTOR is responsible for collecting any debris in these lines and preventing it from passing downstream into the City Sewer system.

Add the following to the end of Section C:

Perform leakage testing on each reach of newly installed sewer main between manholes to include all new service stubs (if any). Satisfactory test results are a condition of pipeline acceptance.

Modify the first sentence of Section D number 3 to read:

3. The allowable infiltration or exfiltration, including manholes, cannot exceed 50 gallons per day per mile of sewer per inch of pipe diameter.

Replace Section E and replace with the following:

As an alternative method to water testing, a low pressure air test may be used, if the CONTRACTOR's proposed procedures are approved by the Engineer. The test methods and evaluation of results shall comply fully with the latest edition of UNI-B-6, by Uni-Bell PVC Pipe Association of Dallas TX.

Equipment systems used to perform low-pressure air tests shall be specifically designed for this purpose. Systems shall be Cherne Air-Loc Equipment, Cherne Industries, Minneapolis, Minnesota, or approved equal.

Modify section G.1 as follows:

1. All sewer mains shall be inspected using a television camera before final acceptance. A sewer line is deficient and unacceptable if (1) the alignment is outside the specified limits, (2) water ponds in any section are equal to or greater than 2 times the grade tolerance specified herein under Section 02730.3.1.E.1, or (3) the pipe has visible defects such as open joints, pinched gaskets, cracked barrels or bell, or similar defects.

Repair areas that are deficient and unacceptable as defined in this paragraph G.1. Video inspection is to be repeated after the corrections are made.

Add the following to the end of Section G:

4. Any corrections and re-videoing of corrected areas shall be at the total expense of the contractor. The video inspection shall be done in the presence of the ENGINEER. All tapes of the inspection shall become the property of the OWNER.

Delete section H

Add Section J as follows:

#### J. Manhole Testing

When the alternative air method (section 3.4.E) is used for sewer testing, the CONTRACTOR shall conduct independent leakage testing for the manholes at the ends of any sewer segments tested by the alternative air methods.

1. Test manholes for water tightness using hydrostatic or vacuum testing procedures.
2. Perform hydrostatic exfiltration testing as follows:

- a. Seal sewer lines coming into manhole with internal pipe plug. Then fill manhole with water a least four hours in advance of the test period to allow the manhole material to become saturated.
  - b. The manhole shall then be refilled to the top of the upper barrel section (bottom of the adjusting rings) at the start of the official test period. After a period of two hours, the water elevation shall be measured from the same point on the manhole rim and the loss of water during the test period calculated. Enough water shall be measured into the manhole to restore the water to the level existing at the beginning of the test, and the amount added taken as the total leakage.
  - c. The maximum leakage for hydrostatic testing shall be 0.025 gallons per foot diameter per foot of manhole depth measured from the top of the water table to the water test level in the manhole.
  - d. If water loss exceeds the tabulated amount, make the necessary repairs by an approved method and repeat test procedure until satisfactory results are obtained.
3. Vacuum Testing:
- a. The vacuum test shall be conducted in accordance with ASTM C1244. It is recommended that vacuum testing be completed prior to backfilling around the manhole.
  - b. Plug all lift holes with non-shrink mortar.
  - c. Temporarily plug all pipes entering the manhole, taking care to securely brace the pipes and plugs to prevent them from being drawn into the manhole.
  - d. Place the test head at the top of the manhole in accordance with the manufacturer’s recommendations.
  - e. Draw a vacuum of 10 inches of mercury shall on the manhole, close the valve on the vacuum line of the test head and shut off the vacuum pump. Measure the time for the vacuum to drop to 9 in. of mercury.
  - f. A passing test is indicated if the time for the vacuum reading to drop from 10 inches of mercury to 9 inches of mercury meets or exceeds the values indicated in Table 1.
  - g. If the manhole fails the initial test, make necessary repairs by an approved method and retest the manhole until a satisfactory test is obtained.

Table 1: Minimum Test Times for Sanitary Manholes - Vacuum Test

Manhole Depth (feet)	Manhole Diameter (inches)		
	48	60	72
	Time for Pressure Drop from 10 to 9 Inches of Mercury, Seconds		
>4	10	13	16
6	15	20	25
8	20	26	33
10	25	33	41
12	30	39	49
14	35	46	57



**PART 1 - GENERAL**

The Contractor shall be responsible for obtaining all permits and licenses, except as noted below, necessary for the completion of this Work. This refers to all permits that are required as of the date of the bid opening. Unless otherwise noted, any costs associated with these permits shall be included as part of the Contract Price. No separate payment shall be made for these.

**1.01 STORM WATER DISCHARGE PERMIT**

Contractor shall fully comply with the Montana DEQ regulations in regards to Storm Water Discharges associated with Construction Activity including but not limited to any and all submittals, inspections, fees, reporting, training, and installation BMP's further defined in Section 1070. Contractor shall sign all permits and forms and assumes all responsibility of management of the Storm Water Erosion Control Plan and any associated records or fines. Contact the following for additional permit information:

Montana Department of Environmental Quality  
Water Quality Division; Storm Water Program  
P.O. Box 200901  
Helena, MT 59620-0901  
(406) 444-3080

**1.02 MPDES CONSTRUCTION DEWATERING PERMIT**

Contractor shall fully comply with the Montana DEQ regulations in regards to Construction Dewatering including but not limited, applying for the permit, any and all submittals, inspections, fees, reporting, and training, further defined in Section 2401. Contractor shall sign all permits and forms and assumes all responsibility of management of the Dewatering Plan and any associated records or fines. Contact the following for additional permit information:

Montana Department of Environmental Quality  
Water Protection Bureau  
P.O. Box 200901  
Helena, MT 59620-0901  
(406) 444-3080

**1.03 OTHER APPLICABLE PERMITS**

The Contractor shall be responsible for obtaining all other permits necessary for the completion of the work. Any costs associated with these permits shall be included as a part of the Contract price and no separate payment shall be made for these items. Additional permits that may be required may include but not be limited to the following:

- A. ADLC Development Permit
- B. Electrical Permit
- C. Development Permit

**PART 1 - GENERAL**

**1.01 DESCRIPTION**

Contractor shall be fully responsible for the Storm Water Discharge Permit and fully comply with the Montana Department of Environmental Quality (DEQ) regulations in regards to Storm Water Discharges associated with Construction Activity including, but not limited to, any and all submittals, inspections, fees, reporting, training, and installation of Best Management Practices (BMPs). Contractor shall sign all permits and forms and assumes all responsibility of management of the Storm Water Erosion Control Plan and any associated records or fines.

The Contractor is required to develop a Storm Water Pollution Prevention Plan (SWPPP) per DEQ standards. The SWPPP must clearly address the effluent limitations and the selected BMPs to be used to manage pollutant sources and ensure appropriate protection of state surface waters as outlined in DEQ's General Permit for Storm Water Discharges Associated with Construction Activity (called "General Permit"). Special care must be taken due to the nature of the project and its connection to Anaconda's existing Stormwater infrastructure. Any installed manholes or inlets must be protected during construction to prevent pollution and soils from entering the new storm system. In case of conflict between this specification and the General Permit, the General Permit shall prevail. A copy of the General Permit can be downloaded at:

<http://deq.mt.gov/wqinfo/mpdes/stormwaterconstruction.mcp.x>.

The site is required to reach "final stabilization" before permit coverage may be terminated. In Montana's semi-arid climate, the time necessary to achieve this "final stabilization" often requires maintenance and permit coverage well beyond the Substantial Completion phase to ensure vegetation or other site stabilization measures are in-place.

**1.02 DEFINITIONS**

A. Best Management Practices (BMPs): Schedule of activities, prohibition of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of state surface waters. BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

B. Final Stabilization: The time at which all soil-disturbing activities at the site have been completed, and a vegetative cover has been established with a density of at least 70% of the pre-disturbance levels, or equivalent permanent, physical erosion reduction methods have been employed. Final stabilization using vegetation must be accomplished using seeding mixtures or forbs, grasses, and shrubs that are adapted to the conditions of the site. Establishment of a vegetative cover capable of providing erosion control equivalent to pre-existing conditions at the site will be considered final stabilization.

**1.03 SUBMITTALS**

Prior to receiving a Notice to Proceed, contractor shall submit to the Engineer the following documentation:

- a copy of the completed and signed Notice of Intent (NOI) form;
- a copy of the signed SWPPP as submitted to DEQ; and
- a copy of the DEQ's Confirmation Letter for receipt of the complete NOI Package.

In addition, the Engineer shall be copied on all documentation submitted to or received from DEQ including but not limited to notices of noncompliance, if necessary and the Notice of Termination (NOT), when submitted.

## PART 2 - EXECUTION

### 2.01 GENERAL

Permit coverage can be obtained by the DEQ's Water Protection Bureau after receiving the following NOI Package items by the proposed construction start date:

A. NOI form with all requested items completed.

B. SWPPP addressing all requested items in the General Permit. Guidance on completing a SWPPP can be found in the General Permit and on DEQ's website. Technical data available to the Engineer has been included in this draft permit for the Contractor's convenience.

C. Application fee based on the total acres of disturbed land.

Contractor must read and be familiar with the General Permit to assist in the completion of the forms and submittal of the NOI Package. Note that formal signatory requirements allow only certain qualified people to sign NOI forms and other forms or reports.

The Contractor will be responsible for annual renewals of the permit until "final stabilization" has occurred and the NOT can be submitted. The Contractor must submit a NOT form when the construction activity is complete and the site has achieved "final stabilization." Engineer shall be notified of any inspection made for the purpose of determining if the site has achieved final stabilization.

### 2.02 SWPPP ADMINISTRATOR

Per DEQ regulations, the Contractor must specify a Primary SWPPP Administrator(s), a Secondary SWPPP Administrator (as applicable), and any other designated SWPPP Administrator(s) in the SWPPP. A SWPPP Administrator(s) is an individual or position title who is responsible for developing, implementing, maintaining, revising, and updating the SWPPP. The SWPPP Administrator(s) must address all aspects of the SWPPP, initiating with the start of construction activities, and lasting until final stabilization is achieved and the permit authorization is terminated. There can be multiple individuals and/or position titles which serve as a SWPPP Administrator; but a Primary SWPPP Administrator and Secondary SWPPP Administrator (as applicable) must be identified on the NOI Form and in the SWPPP.

The SWPPP Administrator(s) must have knowledge of the principles and practices of erosion and sediment controls and pollution prevention practices and possess the skills necessary to assess site conditions and determine the effectiveness of selected BMPs.

The SWPPP Administrator(s) must meet the authorized representative requirements as defined in Part 4.15 of the General Permit to sign inspection reports and other reports. The primary and secondary SWPPP Administrators identified in Section F of the Form NOI must meet this requirement. The SWPPP Administrator(s) must be trained as required in the General Permit.

### 2.03 INSPECTIONS

Inspections must be performed by a SWPPP Administrator. Site inspections are to be conducted according to section 2.3.4 of the General Permit. Site inspections are to be conducted during the construction project's normal working hours and the inspection schedule must be documented in the SWPPP. Site inspections must be performed in accordance with one of the two schedules listed in Parts 2.3.1. and 2.3.2. of the General Permit unless subject to the schedule in Part 2.3.3. The initial SWPPP submitted with the NOI Package must specify which inspection schedule will be utilized (either Part 2.3.1. or 2.3.2.), and this

inspection schedule must be used until final stabilization is achieved for all areas of the construction activity, except for any temporary reduced inspection schedule as allowed in Part 2.3.3. The Contractor cannot switch between the inspection schedule options in Parts 2.3.1. and 2.3.2. during the life of the permit authorization.

#### **2.04 MAINTENANCE**

All BMPs identified in the SWPPP must be maintained in effective operating condition. If site inspections identify BMPs which are not in effective operating condition, maintenance must be performed before the next storm event. If existing BMPs need to be modified, or if additional BMPs are necessary for any reason, implementation of these additional measures must be completed before the next storm event. All changes in the design, implementation, or installation of erosion and sediment control or other BMPs must be documented where applicable in the SWPPP. SWPPP changes must also be summarized in a SWPPP Revision/Update Log as required in Part 3.12.2. of the General Permit. Prior to submitting a NOT, all temporary BMPs should be removed.

#### **2.05 RECORD KEEPING**

At the identified site, the primary SWPPP Administrator must retain all documentation required in the General permit including but not limited to:

- a copy of the General Permit;
- a copy of the completed and signed NOI form;
- a copy of the Department's Confirmation Letter for receipt of the complete NOI Package;
- a copy of the latest up-to-date and signed SWPPP;
- BMP installation and design standards for all BMPs installed and detailed in the SWPPP;
- SWPPP Administrator(s) documentation under Part 3.2. of the General Permit;
- SWPPP Administrator Delegation Form (if applicable);
- SWPPP Revision/Update Log as required under Part 3.12.2. of the General Permit;
- all inspection records required under Part 2.3. of the General Permit; and
- all reports of noncompliance under Part 4 of this permit.

These documents are to be made available at the site immediately upon request from the Engineer, Owner, a Department representative, EPA official, or local official.

### **PART 3 - MEASUREMENT AND PAYMENT**

All costs associated with any of the above work shall be paid under a separate bid item as indicated in Section 01150 – Measurement and Payment, of these specifications.

**PART 1 - GENERAL**

This section of these specifications supersedes the method of measurement and basis of payment described in the various sections of the Montana Public Works Standard Specifications. The method of measurement and basis of payment for this project is described in Part 2 of this section.

**1.01 BID PRICES:**

The total bid price for each item of the contract shall cover all work shown on the contract drawings and required by the specifications and other Contract Documents. All costs in connection with the work, including furnishing all materials, equipment, supplies and appurtenances; providing all construction plant, equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and lump sum prices bid. No item that is required by the Contract Documents for the proper and successful completion of the Work will be paid for outside of or in addition to the prices submitted in the bid. All work not specifically set forth as a pay item in the Bid Form shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices bid.

**1.02 ESTIMATED QUANTITIES:**

All estimated quantities for unit price items to be paid per field measurement as stipulated in the Bid Form or other Contract Documents are approximate and are to be used only as a basis for estimating the probable cost of the Work and for the purpose of comparing the bids submitted for the Work. The actual amounts of work completed and materials furnished under unit price items may differ from the estimated quantities. The basis of payment for work and materials will be the actual amount of work completed and materials furnished and accepted. The Contractor agrees to make no claim for damages, anticipated profits, or otherwise on account of any difference between the amounts of work actually performed and materials actually furnished and the estimated amounts herein except as follows.

Either the Owner or the Contractor may demand in writing that a supplemental agreement or change order be prepared to authorize an adjustment in the unit price of any Major Contract item if the quantity of said Major Contract item increases or decreases by more than 25 percent from that shown in the Contract Documents. A Major Contract item is defined as any item having an original contract value in excess of 10 percent of the total original contract.

If one of the bid items described in Part 2 of this section is not included in a particular schedule or zone on the Bid Form but measurement and payment for that item is required according to the drawings and/or by the Engineer, the unit price from a similar schedule or zone will be used to establish the unit price for that item in the other schedule or zone.

**1.03 INCIDENTAL ITEMS**

The plans include several items marked on the drawings to be incidental. In addition, all sheets include items marked for protection by the Contractor. Costs associated with these items shall not be tracked or paid for separately during construction. For bidding purposes, it is the Contractor's responsibility to cover the costs for these items in the provided unit price items below, understanding that no separate payment will be made.

**PART 2 - MEASUREMENT AND PAYMENT ITEMS:**

**2.01 MOBILIZATION/DEMOBILIZATION - ITEM #101:**

Mobilization shall consist of preparatory work and operations performed by the Contractor, including, but not limited to, those necessary for the movement of his personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings, and other facilities necessary for all work in the project; and for other work and operations that must be performed or costs incurred before beginning work on the various items on the project site. This item shall include demobilization at the completion of the project including the removal of the Contractor’s equipment, supplies, temporary facilities and excess materials, and cleanup of the site. This work also includes providing all related materials, equipment and labor not specifically covered by other bid items. Mobilization costs for subcontracted work shall be considered to be included.

1. **Measurement:** There is no measurement for this bid item.
2. **Payment:** Shall be for all work included will be based upon the percentage of work completed in accordance with the plans and specifications and as approved by the Engineer. Payment shall be by the contract lump sum unit cost this bid item. Partial payments for Mobilization will be made as follows:

Periodic Progress Payment	Percent of Contract Value Earned	Percent of Item #101 Paid
1	---	25%
	25%	50%
	50%	75%
	75%	90%
	100%	100%

**2.02 TAXES, BONDS, AND INSURANCE - ITEM #102:**

Taxes, Bonds and Insurance bid item to be the actual cost with no Contractor’s markup (overhead and profit) for Contractor to secure and provide all required bonds and insurance policies as well as payment of any taxes associated with the Work.

1. **Measurement:** There is no measurement for this bid item.
2. **Payment:** Shall be made for 100% upon mobilization to begin construction of a particular schedule, only if the bid price for this item is less than five percent (5%) of the total price of that schedule. For that portion of taxes, bonds and insurance greater than five percent (5%), if any, payment shall be made in increments on the basis of the percentage of work completed of each progress estimate for that schedule.

**2.03 GENERAL REQUIREMENTS - ITEM #103:**

This bid item includes: coordination; scheduling; submittals; quality control; removing and replacing existing features not covered under specific bid items (i.e. signs); construction facilities and temporary controls; temporary water supply and connections; surface restoration of temporary water trenches; safety at the site; environmental quality control; product shipment, handling, storage, and protection; manufacturer’s services; completed record drawings; and complete contract closeout.

1. **Measurement:** There is no measurement for this bid item.
2. **Payment:** Shall be by the contract lump sum unit cost and will be made in proportion to the work completed.

2.04 ALT-EXPLORATION/EXTRA WORK - ITEM #104:

The bid item provides compensation for and is applicable to any and all miscellaneous extra work encountered during the project which is of a nature consistent with typical conditions found to be a part of street reconstruction including underground utility work and which can reasonably be expected to be encountered during construction of a street reconstruction project. This item does not include work described under the any other bid item, but instead, is intended to cover work outside of normal operations including, but not limited to, hauling contaminated soil to the repository and excavation/disposal of unsuitable material.

1. Measurement: Shall be made for the actual time, to the nearest one-half hour, for which the equipment and personnel are used and authorized by the Engineer.
2. Payment: Shall be made at the following unit prices:
  - a. Labor will be paid for at the previously established Certified Payroll rate for each individual utilized, plus 20%.
  - b. Equipment will be paid for according to the tables below. If equipment is used for less than 8-hours, it will be paid for at an Hourly Rate equivalent to the Daily Rate divided by eight (8). Equipment used for more than one day but less than 7-days, will be charged at the Daily Rate for the number of days used or the Weekly Rate, whichever is less. Equipment used for more than 7 days will be charged at the weekly rate for each 7-days and then the daily rate or weekly rate for the remaining days, whichever is less. Equipment not listed will be paid for at the nearest rate equivalent to the actual equipment used as determined by the Engineer and RPR.

MAKE	MODEL	SPEC	DAILY	WEEKLY	MAKE	MODEL	SPEC	DAILY	WEEKLY
<b>COMPACTION</b>					<b>ROLLERS</b>				
CAT	834C/G	103,000 lbs	\$1,300	\$5,200	CAT	563	84" Pad/Smooth	\$500	\$2,000
CAT	824C/G	63,000 lbs	\$1,000	\$4,000	CAT	433	66" Pad/Smooth	\$425	\$1,100
CAT	825C	70,000 lbs	\$1,000	\$4,000	CAT	323	54" Pad/Smooth	\$325	\$1,300
Rex	3-55	62,000 lbs	\$1,000	\$4,000	IR	SD25	42" Pad	\$300	\$1,200
CAT	815C	46,000 lbs	\$900	\$3,600	CAT	200B	9 Wheel 20 Ton Pneumatic	\$475	\$1,900
Rex	3-35	46,000 lbs	\$900	\$3,600	<b>MOTOR GRADERS</b>				
<b>SCRAPERS</b>					CAT	16G/H	16' Blade Ripper	\$1,250	\$5,000
CAT	657E	44 YD3	\$1,400	\$7,000	CAT	14G/H	6 X 6 14' Blade Ripper	\$850	\$3,400
CAT	651B	44 YD3	\$1,135	\$6,725	CAT	143H	6 X 6 14' Blade Ripper	\$775	\$3,100
CAT	637D	31 YD3	\$1,325	\$6,625	CAT	160H	14' Blade Ripper	\$750	\$3,000
CAT	631E	31 YD3	\$1,300	\$6,500	CAT	140H	14' Blade Ripper	\$700	\$2,800
CAT	627E	22 YD3	\$1,300	\$6,500	CAT	12H	14' Blade Ripper	\$625	\$2,500
CAT	623F/G	22 YD3	\$1,300	\$5,200	<b>DOZERS</b>				
CAT	615C	17 YD3	\$1,100	\$4,400	CAT	D11	Dozer Ripper	\$2,600	\$10,400
CAT	613C	11 YD3	\$725	\$2,900	CAT	D10N/R	Dozer Ripper	\$2,250	\$9,000
<b>EXCAVATORS</b>					CAT	D9R/T	Dozer Ripper	\$1,600	\$6,400
Komatsu	PC1250LC-8	250,000 lbs	\$3,350	\$13,350	CAT	D8R/T	Slope Ripper	\$1,450	\$5,800
Deere	870GLC	195,000 lbs	\$2,200	\$8,800	CAT	D7HLGP	4.0 PSI Winch	\$1,200	\$4,800
CAT	385CL	185,000 lbs	\$2,000	\$8,000	CAT	D6 LGP	4.0 PSI Winch	\$1,050	\$4,200

MAKE	MODEL	SPEC	DAILY	WEEKLY	MAKE	MODEL	SPEC	DAILY	WEEKLY
Hitachi	ZX800	165,000 lbs	\$1,750	\$700	Komatsu	D65 LGP			
CAT	365CL	130,000 lbs	\$1,550	\$6,200	CAT	D6R/T	Slope Ripper	\$800	\$3,200
CAT	350CL	108,000 lbs	\$1,100	\$4,400	CAT	D5 LGP	Winch	\$625	\$2,500
CAT	330DL	70,000 lbs	\$925	\$3,700	CAT	D5G	Slope Ripper	\$500	\$2,000
CAT	325DL	60,000 lbs	\$700	\$2,800	CAT	D4G	Dual Slope Ripper	\$475	\$1,900
CAT	M322	Rubber Tire 45,000 lbs	\$760	\$3,040	Deere	550J			
CAT	320D	45,000 lbs	\$575	\$2,300	Deere	450J Ripper	Dual Slope	\$450	\$1,800
CAT	314CR	30,000 lbs	\$425	\$1,700	Komatsu	D32	Dozer Ripper	\$375	\$1,500
CAT	308	18,000 lbs	\$325	\$1,300	Komatsu	D21	Dozer	\$375	\$1,500
<b>WATER EQUIPMENT</b>					<b>BACKHOES</b>				
CAT	651B	10K Gallon	\$1,000	\$4,000	CAT	450E	21' Dig Depth	\$400.00	\$1,600.00
Articulated	Water Truck	8K Gallon	\$995	\$3,980	Deere	701J			
CAT	631D	10K Gallon	\$975	\$3,900	CAT	420E	17' Dig Depth	\$250.00	\$1,000.00
CAT	623B	8K Gallon	\$800	\$3,200	Deere	310J			
CAT	613C	5K Gallon	\$650	\$2,600	<b>MINI EXCAVATORS</b>				
Water Truck	6X6	4K Gallon	\$425	\$1,700	CAT	301	2500 LB	\$200.00	\$800.00
Water Truck	2x2	2500 Gallon	\$275	\$1,100	Deere	17D			
TOWER	Hydraulic	12K Gallon	\$200	\$550	CAT	302	6000 LB	\$350.00	\$1,400.00
<b>EXCAVATORS WITH BREAKERS</b>					Deere	27D			
CAT	365BL	15K ft. lb. Breaker	\$2,400	\$9,600	CAT	303	7000 LB	\$375.00	\$1,500.00
CAT	345BL	10,000 ft. lb. Breaker	\$2,100	\$8,400	Deere	35D			
CAT	330D	7,500 ft. lb. Breaker	1,700	\$6,800	<b>SKID STEER / MULTI-TERRAIN LOADERS</b>				
CAT	320D	4,000 ft. lb. Breaker	\$980	\$3,920	CAT	247B	6000 LB	\$350	\$1,400
<b>WHEEL LOADERS</b>					CAT	257B	7000 LB	\$375	\$1,500
CAT	988F II	9 YD3	\$1,500	\$6,000	<b>SKIP LOADERS</b>				
CAT	980G/H	7 YD3	\$1,100	\$4,400	CAT	414E	4 in 1 / 4X4	\$250	\$1,000
CAT	972H	6 YD3	\$900	\$3,600	Deere	210LE	4 in 1 / 4X4	\$250	\$1,000
CAT	966H	5 YD3	\$850	\$3,400	<b>DUMP TRUCKS</b>				
CAT	950H	4 YD3	\$625	\$2,500	End Dump		12 Yard	\$1,100	\$4,400
CAT	938G	3 YD3	\$500	\$2,000	Belly/Side Dump		22 Yard	\$1,500	\$6,000
CAT	928G	2.75YD3	\$400	\$1,700					
CAT	914G	1.75 YD3	\$350	\$1,400					

**2.05 REMOVE CONCRETE CURB AND GUTTER - ITEM #105:**

This bid item includes include all excavation, concrete cutting, removal and disposal, and all tools, equipment, labor and performance of all work necessary or incidental for completion of this item.

1. **Measurement:** Shall be made in the field with the quantity for payment determined by the actual lineal feet measured within the designated pay limit as agreed upon by the Contractor and RPR.
2. **Payment:** Shall be based on the contract unit price per lineal feet.

**2.06 STREET EXCAVATION - ITEM #106:**

This bid item includes excavation, sorting, stockpiling, disposing of material, and all tools, equipment, labor, and incidentals necessary to satisfactorily complete this item. Based on the difference between the bottom of crush base course (subgrade) surface and the existing surface, measured by field survey, the contractor will be required to remove approximately 1,993 cy of soil from the Site to achieve the desired subgrade.

1. **Measurement:** There is no measurement for this bid item.
2. **Payment:** Shall be based on the contract lump sum unit price.

**2.07 WATER MAINS - ITEM #107:**

This bid items includes all asphalt removed, trench excavation, shoring, furnishing and installing pipe and fittings, furnishing and installing PVC and HDPE pipe and poly-wrapped fittings, restraint systems, furnishing and placing Type 1 pipe bedding, backfill, compaction, and waterline testing equipment, and all materials, tools, equipment, and labor necessary or incidental for the completion of these items.

Any crossing of water, storm drain or sanitary sewer mains that are not called out on the plans and require piping modifications, will be compensated for as extra work. The extra work will be compensated at unit prices defined in the bid form for the extra fittings required. The costs of crossing other utilities identified on the construction plans shall be based on the unit prices defined in the bid form.

There will not be any separate measurement and payment for trench and structural excavation, bedding, bedding gravel, compaction and backfilling, dewatering, sheeting, or shoring, but they shall be included in bid items including piping and structural installations. Waterline installation on Union Ave. and Fillmore St. is generally 6.5-ft deep. The P Sheets include finished grade and invert elevations for the Contractor's convenience. Actual depth may vary. Trench excavation to any depth is incidental to this item. There will be no additional payment based on trench depth. General restoration required for water main installation including, but not limited to, removal and replacement of fences, retaining walls, landscaping, mailboxes, and power poles shall be incidental to this item.

Contractor may encounter in-situ material to be in excess of optimum moisture content in some areas. All costs associated with drying or mixing excavated material with dry material to achieve specified compaction shall be incidental for the completion of this item. If determined by the Engineer that a sufficient quantity of suitable replacement material is not available within the project limits, materials shall be obtained from an approved borrow source at Contractor's expense.

Contractor may encounter trees along the right of way while installing the new water main and associated service lines. Contractor is to make every effort to avoid damage to existing trees including but not limited to trimming of branches or cutting of roots. Modifications of existing trees shall be incidental to this item.

1. **Measurement:** Shall be measured by the lineal feet as measured along the centerline of the pipe through the fittings as agreed upon by the Contractor and RPR.
2. **Payment:** Shall be based on the contract unit price per lineal feet.

**2.08 VALVES - ITEMS # 108 - 109:**

These bid times shall include all excavation, backfill, and special compaction required for installation, dewatering, required couplings, spools, restraint systems, poly-wrap, testing and disinfection, furnishing and installing the valves, connections to the valve, and all materials, tools, equipment, labor and performance of all work necessary or incidental for the completion of this item. The unit price of the valves shall include furnishing and installing the valve box and cover and concrete apron, if required, in addition to the valve itself.

1. **Measurement:** Shall be by numerical count for valves installed as agreed in the field by the Contractor and RPR.
2. **Payment:** Shall be based on the contract unit price per each.

**2.09 FITTINGS: TEES, CROSSES, BENDS, AND REDUCERS - ITEMS #110 - 111:**

These bid items shall include all trench excavation, bedding gravel, shoring, dewatering, backfill, compaction, testing and disinfection, furnishing and installing all materials, restraint systems, poly-wrap, and all tools, equipment, labor and performance of all work necessary or incidental for completion of these items.

1. **Measurement:** Shall be by numerical count for each fitting installed as agreed in the field by the Contractor and RPR.
2. **Payment:** Shall be based on the contract unit price per each.

**2.10 NEW FIRE HYDRANT ASSEMBLY - ITEM #112:**

The item shall be defined as the hydrant itself with any required extensions and the associated 6-inch piping and coupling(s) required to complete the connection. The tee located on the main and the 6-inch valve and valve box shall be paid for separately under the bid item pertaining to the various items. Surface restoration in conjunction with hydrant installation shall be paid for separately under the bid item pertaining to the particular type of restoration. Any restoration of private sprinkler systems, guard posts, etc. shall be included in the unit cost of hydrant. Payment for a fire hydrant shall be made at the contract unit price per each, which price shall include all excavation, backfill, shoring, dewatering, compaction, extensions, restraint systems, drain gravel, testing and disinfection, furnishing and installing each hydrant assembly, and all materials, tools, equipment, labor and performance of all work necessary or incidental for completion of these items.

1. **Measurement:** Shall be by numerical count for each assembly installed as agreed in the field by the Contractor and RPR.
2. **Payment:** Shall be based on the contract unit price per each.

**2.11 INSTALL NEW WATER SERVICE LINE - ITEM #113 - 114:**

This bid item shall be based on each water service line installed from the new water main to the building side of the existing curb stop, inclusive. This item shall include all work required to install the new service line including tapping the water main, new corporation stop, new copper piping from the main to the property line (curb valve), new curb box and valve, and coupling(s) to connect to the existing service. Work shall include, but not necessarily be limited to excavation, providing and installing bedding, installation of copper pipe, curb box and valve, removal and disposal of existing curb box, potholing, valve and service line, connection to the existing service, concrete apron and lean concrete backfill, if required. General restoration required for service line replacement including, but not limited to, replacement of fences, retaining walls, landscaping, mailboxes, and power poles shall be incidental to this item. Concrete surfacing, curb and gutter, and gravel restoration shall be paid in accordance with the applicable pay items. Surface restoration associated with temporary water, protection/repair or existing lighting system, and removal and

re-installation of light poles shall be considered incidental to completion of this item. This pay item refers to all services regardless of the size. The Contractor shall be responsible to match existing service line size.

1. Measurement: Shall be by numerical count for each service installed as agreed in the field by the Contractor and RPR.
2. Payment: Shall be based on the contract unit price per each.

**2.12 CONNECTION TO EXISTING MAIN - ITEM #115:**

This item shall include various size of pipe reconnections. A connection is considered the connection of the new water main to an existing water main. The price shall include all trench excavation, bedding, gravel, shoring, dewatering, required couplings, backfill, compaction, restraint systems, testing and disinfection, and all materials, tools, equipment, labor and performance of all work necessary or incidental for the completion of this item. With the exception of couplings, fittings required in making such connections to the existing mains shall be paid under the respective unit price bid item and are not included in this bid item. Removal of reducer and use of couplings and appropriate restraint systems shall be considered incidental to completion of this item.

1. Measurement: Shall be by numerical count for each connection completed as agreed in the field by the Contractor and RPR.
2. Payment: Shall be based on the contract unit price for each size per each.

**2.13 INSTALL HDPE STORM DRAIN – NON NRD ELIGIBLE - ITEMS #116 - 118:**

These bid items includes, but are not be limited to: all trench excavation; shoring; furnishing and installing pipe and fittings; restraint systems; furnishing and placing Type 1 pipe bedding; backfill; compaction; waterline testing equipment; and all materials, tools, equipment, and labor necessary or incidental for the completion of these items.

Any crossing of water, storm drain or sanitary sewer mains that are not called out on the plans and require piping modifications, will be compensated for as extra work. The extra work will be compensated at unit prices defined in the bid form for the extra fittings required. The costs of crossing other utilities identified on the construction plans shall be based on the unit prices defined in the bid form.

The Plan and Profile Sheets include finished grade and invert elevations for the Contractor’s convenience. Trench excavation to any depth is incidental to this item. There will be no additional payment based on trench depth. General restoration required for storm drain installation including, but not limited to, removal and replacement of fences, retaining walls, landscaping, mailboxes, and power poles shall be incidental to this item.

Contractor may encounter in-situ material to be in excess of optimum moisture content in some areas. All costs associated with drying or mixing excavated material with dry material to achieve specified compaction shall be incidental for the completion of this item. If determined by the Engineer that a sufficient quantity of suitable replacement material is not available within the project limits, materials shall be obtained from an approved borrow source at Contractor’s expense.

Contractor may encounter trees along the right of way while installing the new storm drain. Contractor is to make every effort to avoid damage to existing trees including but not limited to trimming of branches or cutting of roots. Modifications of existing trees shall be incidental to this item.

1. Measurement: Shall be measured by the lineal feet of pipe installed as measured along the centerline of the pipe through the fittings.
2. Payment: Shall be based on the contract unit price per lineal feet.

**2.14 INSTALL STORM DRAIN MANHOLE – ITEMS #119 -121:**

These items shall include all costs for installation of new concrete manholes at the locations specified on the construction drawings and shall include furnishing all materials for a new manhole installation including manhole structure, frame and grate; connection to new piping; protecting all underground utilities; excavation, shoring, sheeting, bedding; all labor, equipment, tools and incidentals required to complete the item.

1. **Measurement:** Shall be by numerical count for Storm Drain Manholes installed as agreed in the field by the Contractor and RPR.
2. **Payment:** Shall be based on the contract unit price per each.

**2.15 CONSTRUCT STORMWATER DITCH – ITEM #122:**

These items shall include all costs for the construction of a stormwater ditch as detailed in the plans and specification and will include excavating the ditch from the storm drain outlet to the 100 year storm drain ditch.

1. **Measurement:** Shall be measured by the lineal feet of pipe installed as measured along the centerline of the ditch from end of storm water pipe to centerline of existing storm water ditch as agreed by the Contractor and RPR.
2. **Payment:** Shall be based on the contract unit price per linear foot.

**2.16 SEWER MAIN - ITEM #123 - 124:**

This bid items includes all asphalt removed, trench excavation, shoring, furnishing and installing pipe and fittings, furnishing and placing Type 1 pipe bedding, backfill, compaction, and sewer line testing equipment, and all materials, tools, equipment, and labor necessary or incidental for the completion of these items.

Any crossing of water, storm drain or sanitary sewer mains that are not called out on the plans and require piping modifications, will be compensated for as extra work. The extra work will be compensated at unit prices defined in the bid form for the extra fittings required. The costs of crossing other utilities identified on the construction plans shall be based on the unit prices defined in the bid form.

There will not be any separate measurement and payment for trench and structural excavation, bedding, bedding gravel, compaction and backfilling, dewatering, sheeting, or shoring, but they shall be included in bid items including piping and structural installations. Sewer main installation on Union Ave. and Fillmore St. is generally 4-ft deep. The P Sheets include finished grade and invert elevations for the Contractor’s convenience. Actual depth may vary. Trench excavation to any depth is incidental to this item. There will be no additional payment based on trench depth. General restoration required for water main installation including, but not limited to, removal and replacement of fences, retaining walls, landscaping, mailboxes, and power poles shall be incidental to this item.

Contractor may encounter in-situ material to be in excess of optimum moisture content in some areas. All costs associated with drying or mixing excavated material with dry material to achieve specified compaction shall be incidental for the completion of this item. If determined by the Engineer that a sufficient quantity of suitable replacement material is not available within the project limits, materials shall be obtained from an approved borrow source at Contractor’s expense.

Contractor may encounter trees along the right of way while installing the new sewer main and associated service connections. Contractor is to make every effort to avoid damage to existing trees including but not limited to trimming of branches or cutting of roots. Modifications of existing trees shall be incidental to this item.

1. **Measurement:** Shall be measured by the lineal feet as measured along the centerline of the pipe through the fittings as agreed upon by the Contractor and RPR.

2. Payment: Shall be based on the contract unit price per lineal feet.

#### 2.17 INSTALL SEWER MANHOLE – ITEMS #125:

These items shall include all costs for installation of new concrete manholes at the locations specified on the construction drawings and shall include furnishing all materials for a new manhole installation including manhole structure with shelves and channels, frame and grate; connection to new piping; protecting all underground utilities; excavation, shoring, sheeting, bedding; all labor, equipment, tools and incidentals required to complete the item.

1. Measurement: Shall be by numerical count for sewer manholes installed as agreed in the field by the Contractor and RPR.
2. Payment: Shall be based on the contract unit price per each.

#### 2.18 CONNECTION TO EXISTING SEWER - ITEM #126:

This item shall include modifying the existing manhole to accept the new sewer main. The price shall include all trench excavation, bedding, gravel, shoring, dewatering, required modification to existing manhole, backfill, compaction, and all materials, tools, equipment, labor and performance of all work necessary or incidental for the completion of this item.

1. Measurement: Shall be by numerical count completed as agreed in the field by the Contractor and RPR.
2. Payment: Shall be based on the contract unit price per each.

#### 2.19 RIGID INSULATION BOARD - ITEM #127:

To be paid on a lineal foot basis for insulation board satisfactorily installed of the specified dimensions and location as shown on the drawings. Payment shall include providing and placement of insulation board material, sand leveling and cover material, and all labor, equipment, tools, materials and incidentals necessary to complete this item.

1. Measurement: Shall be measured by the linear foot of insulation board as measured along the centerline of the trench.
2. Payment: Shall be based on the contract unit price per linear foot.

#### 2.20 IMPORTED BACKFILL MATERIAL - ITEM #128:

Based on the soils characterization report indicating the presence of lean clays and the possibility for contaminated soils, it is expected that imported fill could be needed. Bid item shall include compensation for: excavation; sorting; stockpiling; disposing of unsuitable material; procurement; loading; hauling and installation of import material; compaction; and all tools, equipment, labor, and incidentals necessary to satisfactorily complete this item. Material mined from the project site will not be considered imported backfill material.

1. Measurement: Shall be based upon the depth of import material required in the respective area, the typical width as detailed in the standard drawings (or field measurements) and the total lineal feet of material replaced as measured in the field. Quantities shall be bank cubic yards, as determined in the field and agreed upon by the Contractor and RPR.
2. Payment: Shall be made at the contract unit price per cubic yard for unsuitable backfill material replaced within the typical cross-section detail limits as indicated in the standard drawings. Payment shall be by the bank compacted cubic yard.

**2.21 CRUSHED BASE COURSE – ITEM #129**

This item includes furnishing crushed base course of the thickness and gradation specified in the Contract Documents, complete and in place including furnishing, crushing, loading, hauling, spreading, shaping, watering and compacting the base course material, and for all tools, labor and incidentals necessary to complete this item.

1. **Measurement:** Shall be made in the field with payment made on the actual number of square yards of surface restoration satisfactorily completed within the limits for measurement and payment as shown in the drawings. Boundaries are to be determined by the RPR in conjunction with the Contractor. Any additional area that is directed by the Engineer beyond the limits of the plans will be restored, and the quantity of such additional restoration shall be added to the total square yards of asphalt replacement.
2. **Payment:** Shall be based on the contract unit price per square yard.

**2.22 ASPHALT PAVEMENT - ITEMS #130:**

This bid item includes: furnishing, installing, moisture conditioning, grading all base course; applying tack coat to vertical asphalt surfaces where new hot mix asphalt will interface; supplying, placing, compacting hot mix asphalt; and all tools, equipment, labor, performance and incidentals necessary to satisfactorily complete these items. The Contractor shall be required to pave all areas as per the specifications. Any pavement beyond the pay limits shown on the plan details, required by the Engineer due to damage caused by the Contractor shall be at the total expense of the Contractor.

1. **Measurement:** Shall be made in the field with payment made on the actual number of square yards of asphalt pavement satisfactorily completed within the limits for measurement and payment as shown in the drawings. Restoration boundaries are to be determined by the RPR in conjunction with the Contractor. Any additional restoration that is directed by the Engineer beyond the limits of the plans will be restored, and the quantity of such additional restoration shall be added to the total square yards of asphalt replacement.
2. **Payment:** Shall be based on the contract unit price per square yard.

**2.23 INSTALL CONCRETE CURB - ITEM #131:**

This bid item includes all excavation, base gravel, forming, placing and curing concrete, shoring, dewatering, backfill, compaction, furnishing and installing all materials, and all tools, equipment, labor and performance of all work necessary or incidental for completion of this item.

1. **Measurement:** Shall be made in the field with the quantity for payment determined by the actual lineal feet measured within the designated pay limit as agreed upon by the Contractor and RPR.
2. **Payment:** Shall be based on the contract unit price per lineal feet.

**2.24 CONCRETE SIDEWALK - ITEMS #132:**

This bid item includes: furnishing, installing, moisture conditioning, grading all base course, forming, supplying, placing, and curing concrete; and all tools, equipment, labor, performance and incidentals necessary to satisfactorily complete these items. The Contractor shall be required to pour all areas as per the specifications. Any concrete beyond the pay limits shown on the plan details, required by the Engineer due to damage caused by the Contractor shall be at the total expense of the Contractor.

3. **Measurement:** Shall be made in the field with payment made on the actual number of square yards of concrete sidewalk satisfactorily completed within the limits for measurement and payment as shown in the drawings. Restoration boundaries are to be determined by the RPR in conjunction with the Contractor. Any additional restoration that is directed by the Engineer beyond the limits of the plans will be restored, and the quantity of such additional restoration shall be added to the total square yards of concrete sidewalk.

4. Payment: Shall be based on the contract unit price per square yard.

**2.25 INSTALL ADA RAMP - ITEM #133:**

This bid item shall include all work associated with installation of ADA Ramps, not included in other bid items. Bid item shall include design and forming of ADA Ramps, concrete retaining walls, detectable warning surface placement, and all other costs associated with the installation of ADA Ramps. Bid item does not include work payable under other bid items, including clearing, grubbing, compaction, concrete placement, curb installation, and finishing.

3. Measurement: Shall be by numerical count for ADA Ramps installed as agreed in the field by the Contractor and RPR.
4. Payment: Shall be based on the contract unit price per each.

**2.26 PAVEMENT MARKINGS – ITEM #134:**

This bid item shall include all cost for installation of pavement markings as indicated in the contract documents.

1. Measurement: There is no measurement for this bid item.
2. Payment: Shall be based on the contract lump sum unit price.

**2.27 CURBING PAINT – ITEM #135:**

This bid item shall include all cost for installation of curbing paint as indicated in the contract documents.

1. Measurement: Shall be field measured by the lineal feet of curbing painted, as agreed upon by the Contractor and RPR.
2. Payment: Shall be based on the contract unit price per lineal feet.

**2.28 INSTALL STREET SIGN – ITEM #136:**

This bid item shall include all work associated with installing street signs including STOP signs. Bid item shall include: providing a new concrete sign base and new metal sign post, new signs, including all materials excavation, temporary or permanent installation, forming and curing of concrete, equipment tools, labor and incidentals necessary to complete the bid item. If two or more signs exist on one post, they are defined as one sign for payment purposes.

1. Measurement: Shall be by numerical count of street signs installed.
2. Payment: At the contract unit price bid per each.

**2.29 TOPSOIL AND SEEDING - ITEM #137:**

This bid item includes topsoil replacement and seeding activities, materials, and all tools, equipment, labor, and incidentals necessary to satisfactorily complete this item.

1. Measurement: Shall be made in the field with payment made on the actual number of square yards of surface restoration satisfactorily completed within the limits for measurement and payment as shown in the drawings. Topsoil and Seeding boundaries are determined by the RPR in conjunction with the Contractor. Any additional topsoil and seeding that is directed by the Engineer beyond the limits of the plans will be restored, and the quantity of such additional restoration shall be added to the total square yards of asphalt replacement.
2. Payment: Shall be based on the contract unit price per square yard.

**2.30 UNDERGROUND UTILITY CROSSINGS - ITEM #138:**

This bid item shall include costs to perform crossings for existing utilities, including: compensation for production slowdown; utility locations; costs to repair any utility damaged by Contractor when such utility is shown on the

plans, of a known location, or not shown on the plans or of an unknown location; utility relocation costs to the utility company if relocation is requested by the Contractor; and all other costs associated with the utility crossing, including excavation, backfill, dewatering, hand compaction, specified sand materials, and appurtenances necessary to complete the item.

If utilities lie within 12 inches of one or more other utilities, payment for only one utility crossing will be made. If multiple utilities are closer than this 12 inches and the total width is greater than 12 inches, payment will be made to each one-foot width containing multiple utilities.

There shall be no measurement and payment for utility crossing which are either to be abandoned as a result of this project or have been abandoned prior to the start of this project. There shall be no measurement and payment for utilities which lie within 12-inches of an undisturbed structure such as a curb or sidewalk. There shall be no measurement and payment for utilities that are crossed but not exposed during work. There shall be no measurement and payment for utilities crossed after being potholed and paid for under Bid Item #122. There shall be no measurement and payment of surface or overhead utility crossings, nor of services of the facility type being replaced. There shall be no measurement and payment of pipes installed as part of this project. There shall be no measurement and payment of private lawn sprinkler systems if encountered. These shall be considered incidental to the work. No payment will be made for paralleling adjacent utilities, regardless of the space horizontally or vertically between the existing utility and the improvement and shall be considered incidental to the work. If the paralleled utility crosses from one side of the trench to the other side of the trench for the improvements, it will be paid for as a utility crossing.

1. Measurement: Shall be by numerical count for underground utility crossings, as agreed upon by the Contractor and RPR.
2. Payment: Shall be based on the contract unit price per each.

**2.31 POT HOLE EXISTING UTILITIES - ITEM #139:**

This bid item shall include all work associated with potholing existing utilities, where required, and location of all utilities in each pothole. Bid item shall include: full compensation for production slowdown; utility locations; costs to repair any utility damaged by Contractor; utility relocation costs to the utility company if relocation is requested by the Contractor; and all other costs associated with the potholing the utility, including excavation, backfill, hand compaction, specified sand materials, and appurtenances necessary to complete the item.

1. Measurement: Shall be by numerical count for potholes excavated, as agreed upon by the Contractor and RPR.
2. Payment: Shall be based on the contract unit price per each.

**2.32 WATER QUALITY CONTROL – ITEM #140:**

Water quality control is described in Section 01070. Payment shall be full reimbursement for all costs associated with fully complying with the Montana Department of Environmental Quality (DEQ) regulations in regards to Storm Water Discharges associated with Construction Activity. Costs shall include but not be limited to permitting, installation, maintenance, record keeping, and final stabilization.

1. Measurement: Shall be Lump Sum.
2. Payment: Shall be based on the percent of total construction completed for each schedule.

**2.33 TRAFFIC CONTROL - ITEM #141:**

This bid item shall be full reimbursement for all costs of furnishing, installing, maintaining, replacing and operating construction traffic control systems throughout the work period. The construction traffic control system may be

comprised of but not be limited to signs, barricades, channelization, pavement markings, watering, flag persons and pilot cars. Please note, all traffic control devices used shall be new or like new condition. Separate measurement for each traffic control device shall not be made.

- 1. Measurement: There is no measurement for this bid item.
- 2. Payment: Shall be based on the contract lump sum unit price. Partial payments for Traffic Control will be made as follows:

<b>Periodic Progress Payment</b>	<b>Percent of Contract Value Earned</b>	<b>Percent of Item #141 Paid</b>
1	---	25%
	25%	50%
	50%	75%
	75%	90%
	100%	100%



**PART 1 - GENERAL**

The following section defines the procedures for submitting "Shop Drawings" as required in these specifications. Items which need to be reviewed by the Engineer are identified in the Schedule of Submittals at the end of this section. The Engineer reserves the right to require additional submittals.

**1.01 DEFINITIONS**

Shop Drawings – All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for Contractor to illustrate some portion of the work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams, and other information prepared by a supplier and submitted by Contractor to illustrate material or equipment for some portion of the work.

Contractor's Review and Approval – Article 6.17 of the Standard General Conditions (EJCDC No. C-700) identifies the Contractor's obligations in respect to the submittal, review, and approval of Shop Drawings and Samples. Contractor shall satisfy Contractor's obligations with respect to review and approval per the Standard General Conditions and the requirements of this section (01300).

Engineer's Review and Approval – Article 6.17.D of the Standard General Conditions (EJCDC No. C-700) identifies the Engineer's obligations in respect to review and approval of shop drawings and samples. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed project as a functioning whole as indicated by the Contract Documents.

**PART 2 - EXECUTION**

**2.01 SUBMITTAL PROCEDURE**

Shop Drawings shall be submitted as specified in Article 6.17 of the Standard General Conditions and as follows:

- A. In accordance with the attached submittal schedule and at least 30 days prior to his need for approval, Contractor shall forward to Engineer all items required by the individual sections of the specifications. Electronic copies of each shop drawing shall be submitted to Engineer by e-mail. Electronic copies shall be returned to the Contractor along with the Engineer's comments by e-mail.
- B. All submittals shall be forwarded with a signed copy of the **"Shop Drawing Submittal and Review Form"** included in Section 00940, "Standard Forms". All appropriate information included on the transmittal shall be filled out and a listing of all variances from the contract documents shall be included. Each transmittal shall be signed by an individual authorized to do so, as a certification that the Contractor's responsibilities with respect to review and submission of the shop drawings have been satisfied.
- C. All submittals shall be numbered by the Contractor for tracking and referencing purposes. Resubmittals shall retain the original submittal number and a letter shall be added after the number.
- D. A checklist is provided at the end of this section which summarizes the submittals required throughout the project. Submittals should be organized and submitted according to this checklist such that submittals that are related to or affect each other shall be forwarded simultaneously as a package to facilitate a coordinated review. Uncoordinated submittals will be rejected.
- E. All Shop Drawings are required to be submitted by the Contractor. Engineer will not accept shop drawings from Subcontractors, Suppliers, or anyone outside of the Contractor or shop drawings that do not include a completed and signed copy of the **"Shop Drawing Submittal and Review Form"** at the end of this section.

F. The Engineer's review and approval shall not relieve the Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has in writing called Engineer's attention to each variation at the time of submission and Engineer has given written approval.

**2.02 ENGINEER'S APPROVAL**

The Engineer will indicate his approval or disapproval of each submittal and, if he does not approve the submittal as submitted, will indicate his reasons therefor. Any work done prior to approval shall be at the Contractor's own risk. Approvals shall not relieve the Contractor from responsibility for complying with the requirements of this Contract. If submittals show variations from the Contract requirements, the Contractor shall describe such variations in writing, within the before mentioned cover letter at the time of submission. Approval of such variation(s) shall be accompanied with a Contract Modification. Minor variations not involving a change in price or time of performance will not be issued a modification.

**2.03 REQUIRED SUBMITTALS**

A. Shop Drawings: Submitted prior to the Pre-Construction Meeting or 30 Days prior to use, whichever is later. See the individual sections for specific requirements. For those items called for in individual sections, furnish certificates from manufacturers, suppliers, or others certifying that materials or equipment being furnished under the Contract comply with the requirements of these specifications.

B. Progress Schedule and Schedule of Values: The Contractor shall submit to the Owner prior to the Pre-Construction Meeting a Progress Schedule. The Progress Schedule shall be in bar chart or Critical Path Method (CPM) form and show estimated starting and completion dates for each part of the Work.

C. Quality Control Plan: The Contractor shall submit his Quality Control Plan defining the program and documentation proposed to ensure that all materials and work conform to the Contract Documents. The plan shall identify personnel, procedures, control, tests, frequency of tests, and records and forms to be used. The Contractor shall not commence work on any items requiring quality control until his plan is reviewed by the Engineer, and all deficiencies in the plan noted by Engineer have been corrected.

Notices: Contractor shall submit drafts of all required project notices, including the following:

1. Notice of Street Closure; and
2. Notice of Revegetation.

Pay Estimates: The Engineer, based on Signed Daily Quantity Sheets, with the Contractor, will generate the monthly progress payment request. The Progress Payment will be agreed to and signed by the Engineer and Contractor prior to submission to the Owner for final approval. Estimates must be in hands of Owner by the 2nd Tuesday of each month. Cutoff date for quantities will therefore be last day of each month. Estimates signed by the Contractor must be delivered to the Engineer for review and approval by the Friday before the 2nd Tuesday of the month. Contractor may request payment for materials and equipment in secured/approved storage per General Conditions 14.02. Contractor shall provide paid invoices and proof of insurance on materials and equipment with request for payment.

**SCHEDULE OF SUBMITTALS**

Section		Description	Submittal Expected
00700	General Conditions	Signed Agreement	15 Days after Notice of Award
		Performance and Payment Bond	With Signed Agreement
		Insurance Certificates	With Signed Agreement
		Construction Schedule	Prior to Pre Con Meeting
		Pay Estimates	Monthly
		Certified Payroll	Monthly with Pay Estimate
01060	Permits	ADLC Development Permit	Prior to Pre Con Meeting
01070	Storm Water Quality	NOI	Prior to Pre Con Meeting
		DEQ Acknowledgement	Prior to Pre Con Meeting
		SWPPP	Prior to Pre Con Meeting
01400	Construction Quality Control & Owner Quality Assurance	Quality Control Plan	Prior to Pre Con Meeting
		Test Records	Within 24 hours of testing
01570	Traffic Control	Project Wide Traffic Control	Prior to Pre Con Meeting
		Street Closure Notice	Prior to Pre Con Meeting
02151	Shoring & Bracing	Shoring & Bracing Plan	Prior to Pre Con Meeting
02221	Trench Excavation and Backfill for Pipelines and Appurtenant Structures	Bedding Gradation and Plasticity Index	Prior to Pre Con Meeting
		Proctor Testing	Within 24 hrs of Testing
02223	Revegetation	Seed Certification, Germination Test, Bag Tags	30 Days Prior to Reveg.
		Topsoil Lab Analysis for Organic Content	30 Days Prior to Reveg.
		Fertilizer Certification	30 Days Prior to Reveg.
		Revegetation Notice	30 Days Prior to Reveg.
02235	Crushed Base Course	Base Material Gradation	Prior to Pre Con Meeting
02510	Asphalt	Asphalt Mix Design	30 Days Prior to 1st Paving
01700	Closeout	Contractor's Request for Substantial Completion	
		Contractor's Final Completion Certificate	Prior to Final Payment
		Affidavit of Release of Liens from Contractor and All Subcontractors	Prior to Final Payment
		Consent of Surety for Final Payment	Prior to Final Payment
		Post Construction Contact Info	Prior to Final Payment
		Certificates for Continuing Insurance Coverage	Until the Termination of Coverage per Article 5
		Record Drawings	Prior to Final Payment



**PART 1 - GENERAL**

**1.01 DESCRIPTION**

This section describes the Contractor’s “Quality Control” requirements and the Owner’s “Quality Assurance” program.

**1.02 DEFINITIONS**

A. Quality Control: Quality Control is the responsibility of the Contractor. Quality Control is planned and specific actions or operations necessary to produce a product that complies with the Contract Documents. Quality Control consists of actions, inspections, sampling and testing necessary to ensure the Work is in compliance with the Contract Documents and to control production and construction processes. Quality Control is keyed to the construction sequence to quickly determine when the Work is out of compliance with the Contract Documents and to respond to correct the situation and bring the Work into compliance. Contractor Quality Control inspections, sampling, field and laboratory testing activities shall be performed by an approved independent testing company at the expense of the Contractor.

B. Quality Assurance: The Owner or Engineer will provide Quality Assurance. Quality Assurance is planned and systematic observations, testing and actions to verify that the Work complies with the Contract Documents. Quality Assurance includes oversight of the Contractor’s Quality Control, verifying the results of the Contractor’s testing and additional assurance sampling and testing. Quality Assurance is not intended to be adequate for the Contractor’s production and placement needs and shall not be relied upon as such.

C. Verification/Compliance Testing: Sampling and testing which is carried out independent of the Contractor’s Quality Control testing and confirm/verify that the Work complies with the Contract Documents. The frequency of verification/compliance testing will be determined by the Owner and may not be adequate for the Contractor’s production and placement needs. Verification/compliance testing will not be used to determine construction procedures or operations (i.e. rolling patterns, lift thickness, etc.). Verification/compliance testing will be provided by the Owner and/or Engineer.

**1.03 SUBMITTALS**

A. Quality Control Plan: Prior to the preconstruction conference, the Contractor shall submit a Quality Control Plan defining the program and the documentation proposed to ensure that all materials and work conform to the Contract Documents. The plan shall identify personnel, procedures, control, tests, frequency of tests, and records and forms to be used.

B. Test Records: Contractor shall submit records of all tests to the Engineer within 24 hours of the testing. The Quality Control laboratory shall notify the Contractor and Engineer promptly of irregularities or deficiencies observed in the Work during performance of the Quality Control Testing.

**PART 2 - EXECUTION**

**2.01 GENERAL**

A. Coordination: Contractor shall be responsible for Quality Control tests and inspections to control production and construction processes. Include in the Contractor Quality Control system an organization, plans, and procedures to produce the specified end product. Assure the system covers all construction operations, both on-site and off-site, and is keyed to the construction sequence.

B. Construction Testing: Quality Control testing frequency is at the Contractor's discretion, except where tests are specifically required in the technical specifications for individual products and as follows:

1. Laboratory Testing: Native materials excavated from the storm drain trenches will be sampled as required, depending on the nature of the materials encountered, and laboratory tested for gradation, standard proctor, and Atterberg limits.
2. Field Density: Field density tests of compacted backfill and gravel base course shall be performed at all levels and elevations. The frequency of Quality Control density testing for trenches and around structures shall be, as a minimum, one (1) density test per 2 vertical linear feet of backfill per 300 linear feet of placement. Density tests performed to establish rolling patterns shall not be considered as testing to meet the minimum frequency.
3. Field Density Storm Drains: Field density tests of compacted backfill and gravel base course shall be performed at all levels and elevations. The frequency of Quality Control density testing for storm drain trenches shall be, at a minimum, one (1) density test per 2 vertical feet of backfill per every 200 linear feet of placement.
4. Concrete & Asphalt: All concrete and asphalt acceptance tests shall be completed by the Contractor.

C. Quality Assurance testing frequency is at the Engineer's discretion, but will be performed at a minimum as follows:

1. Field Density: The frequency of Quality Assurance density testing for trenches and around structures shall be, at a minimum, one (1) density test per 2 vertical linear feet of backfill per 1000 linear feet of placement. Density tests performed to establish rolling patterns shall not be considered as testing to meet the minimum frequency.
2. Field Density Storm Drains: The frequency of Quality Assurance density testing for storm drain trenches shall be, at a minimum, one (1) density test per 2 vertical feet of backfill per every 500 linear feet of placement.

D. Laboratory Testing: The Quality Control tests are to be performed by an approved independent testing laboratory at the expense of the Contractor. Locations for testing shall be determined at random by the independent testing laboratory personnel. The method for selecting random locations shall be as established in the Quality Control Plan.

## 2.02 CONTRACTOR COOPERATION WITH QUALITY ASSURANCE AGENCY

A. Access: Contractor shall assure that the Owner's personnel and Quality Assurance agency has access to all work areas at all times work is in progress. Provide any special facilities or equipment to access work areas at the Contractor's expense.

B. Notification: Contractor shall notify the Engineer when the work is ready for Quality Assurance testing. Establish and update the construction schedule to provide the Engineer estimated sampling/testing dates and times.

C. Samples: All samples obtained for the purpose of determining a Proctor value for use in Quality Control must be split, and half of the sample shall be provided to the Engineer. If a sample is obtained and the Engineer is not provided with a split of the material, the test results of the material in question will be unacceptable. Contractor shall provide adequate notice to the Engineer's representative so that they may be present to collect the sample.

**PART 3 - MEASUREMENT AND PAYMENT**

A. Contractor's Cost: All Quality Control testing costs are incidental to the work and to be included in the Contractor's bid. Mix designs for Portland cement concrete, flowable fill, and asphalt concrete, and all initial aggregate quality tests are considered Quality Control test and are at the Contractor's expense.

B. Owner's Cost: Owner will pay for all Quality Assurance testing costs.

C. Retesting: Quality Assurance retesting due to failing initial tests will be performed by the Owner or the Owner's Quality Assurance testing agency, and the retest costs will be deducted from the Contractor's progress estimates.



**PART 1 - GENERAL**

**1.01 DESCRIPTION**

This work is the furnishing of labor, materials and equipment for installing, maintaining and operating traffic control devices to insure the safety of the general public and project personnel. This includes providing channelization, flaggers, or other measures necessary to allow the safe passage of local vehicles to access residences that are within the work zone but not blocked by construction.

**1.02 SCHEDULE OF WORK**

Contractor to schedule the work to minimize inconvenience to the Owner and to adjacent property owners and to minimize interruptions to utility service, and through traffic. Specifically work shall be scheduled to:

- A. Maintain vehicular access to local businesses at all times.
- B. Minimize disruptions to local mail delivery and sanitation services.
- C. Maintain vehicular access to residences able to be used after each shift unless other provisions are given in specific traffic control plans submitted by the Contractor and approved by the Owner.
- D. Ensure that individual approach closures last no more than a single shift.
- E. Section 01010.1.05 identifies limitations on active work zones and maximum lengths of allowable road closures and open trench.

**1.03 REQUIREMENTS**

- A. Perform work under this section meeting Manual of Uniform Traffic Control Services (MUTCD) and contract requirements. The Contractor is responsible for setting up the traffic control signing and delineation per nationally accepted standards including the most recent MUTCD, including, but not limited to, spacing, taper rates, panel sizes and legibility, reflectivity, and flagging.
- B. Maintain business access continuously during business hours. Coordinate work schedules with business owners adjacent to the work zones including providing Contractor contact information for those owners. Pending approval of the Engineer for proposed closure times, traffic access may be restricted for a period of not more than 2 hours to allow construction crossing of single entry roads.
- C. Name one (1) employee whose purpose shall be to coordinate traffic control and provide a 24-hour per day telephone number or numbers to contact this person.

**1.04 NOTIFICATIONS**

- A. Coordinate all construction activities to reduce traffic conflicts at the work site, off-site events or other construction projects.
- B. Obtain written permission and approval for all overnight closures from the Owner 72 hours prior to any anticipated closure. The Owner is not required or obligated to provide any approval for overnight closures.
- C. Notify all residents at least 24 hours in advance of any access restrictions for individual approach or street closures.
- D. For project sites involving a through street, a news release shall be created for public notice. The news release shall contain a description of the work or specific portion of the work and duration of the proposed street closure. Once approved, furnish the news release to the local media at least three days before starting work.

E. Notify all landowners or residents adjacent to the work of the type and duration of the construction.

**1.05 SUBMITTALS**

A. Submit to the Engineer, for Owner review, the construction traffic control plan at least two weeks before construction begins or before changes in segments or phases of the work on the project. The Owner will review and approve the Traffic Control Plan considering known off-site activities and may require modification to the plan or construction timing to coordinate events. Work shall not commence until said plan is approved.

B. Submit copies of the news release required in 1.04.D above.

**PART 2 - PRODUCTS**

**2.01 TRAFFIC CONTROL DEVICES**

A. Assure all signs and barricades are reflectorized.

B. Assure all night time traffic control devices meet MUTCD lighting requirements and are flashing or constantly on (steady burn) depending upon their use, as defined in the MUTCD.

C. Use traffic control devices meeting the “Manual of Uniform Traffic Control Devices” and the “Traffic Control Devices Handbook” requirements, available from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20492.

D. Assure all traffic control devices are clean, legible, reflective for night-time use, and operable. Replace immediately any traffic control device that becomes illegible or inoperable.

E. Traffic Control Devices shall completely block vehicle entry into the respective closed streets with Type 3 Barricades per MUTCD, or approved equal.

F. Ensure that the channelization spacing, taper rates, standard mounting heights and size of signs are adhered to on this project.

G. Cover all conflicting traffic control devices, signal heads, and pedestrian signal indicators as needed.

**PART 3 - EXECUTION**

**3.01 WORK METHODS**

A. Cooperate with the Engineer and the Owner and make adjustments to the traffic control plan as required or as necessary to fit specific field conditions. Modifications to construction timing do not constitute a claim for additional traffic control payment to the Contractor.

B. Place all traffic control devices as planned before permitting men or equipment on the traveled way. Install signs, cones and barricades in that order.

C. Inspect the work area at least twice each day (including weekends and holidays) during construction and maintain records of traffic control devices used and their location.

D. At the end of each work day, provide signing and/or visual cues (construction fence, caution tape, cones, barrels, beacons) around equipment, materials, and work areas.

E. When construction is not active at night and during extensive temporary shutdowns, place a pedestrian barrier fence around all open trenches, excavations, equipment, material piles, and other obstructions to prohibit entry by pedestrians. Utilize pedestrian barrier fence as manufactured by Carsonite, double rows of barricade tape or approved equal.

- F. Provide lighting for pedestrian detours in place during hours of darkness with temporary electric lights. Floodlights or strung out lamps on ten-foot centers may be used.
- G. Use channelization devices (plastic drums / flexible guideposts) within the work zone as necessary for private vehicles entering the work zone to access driveways and side streets. When channelization devices are used to direct traffic during hours of darkness, construction beacons are required.
- H. Assure traffic control is appropriate to the work. Assure traffic control devices are appropriate and clean before suspending work for the day.
- I. Remove traffic control devices in reverse order of installation at the end of each shift.
- J. Remove and store all unnecessary traffic control devices away from traffic’s view.
- K. Mounting of construction signs on existing traffic control installations will not be permitted. Mount signs either on portable sign supports or on posts.
- L. Place all traffic control devices within the public right-of-way.
- M. Locate traffic control devices so that the sidewalks are not blocked unless sidewalk closure is the purpose of the traffic control device.

**3.02 NONCOMPLIANCE**

The CONTRACTOR is solely responsible for the construction traffic control system including but not limited to proper setup and spacing, legibility, reflectivity, safety, offsets, and conflicts with existing signing.

- A. If required traffic control devices are not in position, the Contractor will not be allowed to commence work on the project zone, but time will be allowed to start or continue to accumulate against the construction contract time.
- B. Remove, repair or replace any traffic control device not providing its intended function.
- C. Do not begin work until all required traffic control devices are placed.
- D. The Engineer will periodically inspect the traffic control and inform the Contractor of any deficiencies.
- E. Contractor failure to correct any deficiency in the traffic control within 4 hours of notification is cause to deduct monies from the contract payment on the next progress payment.
- F. The Engineer may direct correcting traffic control deficiencies immediately. Failure to immediately correct the deficiency is cause for the Engineer to correct the deficiency at Contractor expense.

**3.03 FLAGGING**

- A. Furnish competent and properly equipped flag persons as described in the booklet “Instructions for Flag persons” furnished by the Montana Department of Transportation.
- B. Ensure that flagging is performed by American Traffic Safety Services Association (ATSSA) or equivalent certified and properly equipped flagpersons including reflective safety vests. Ensure that flagpersons are equipped and flagging is performed as described in the booklet "Instructions for Flagpersons" available from the Montana Department of Transportation.



**PART 1 - GENERAL**

**1.01 DESCRIPTION**

A. Provide temporary water service to all interrupted residential and commercial service connections associated with the water main replacement projects. No temporary water shall be supplied to services which are off at the beginning of the project unless specifically requested by Owner. The Contractor shall be responsible for any damage inside houses due to water being supplied to properties which were previously turned off at the curb stop. The Contractor shall verify with the Engineer and Owner at least 72 hours (excluding weekends and holidays) prior to the suspension of service the areas where consumers will require a temporary water supply.

B. Temporary water service shall include temporary service for commercial fire protection. Temporary water service, if necessary, for commercial fire protection shall be supplied with lines of equal or greater size than the fire line itself.

C. The Contractor shall not leave a residential customer without water service for more than 8 hours without providing temporary water. Contractor also shall not disrupt service to commercial customers unless:

1. The Contractor obtains an authorization letter from the property owner and business owner (if different) at least 7 days prior to the interruption of service. The owners shall agree in the letter to the time and dates of the interruption of the water service; and
2. The Contractor submits a comprehensive work plan to the Engineer for approval that details the planned methodology to be used to ensure the commercial facility is not out water for more than the time detailed in the above letter.

**1.02 DRAWINGS**

Water valves near the project are shown on the project drawings. If additional maps are required beyond the limits of the drawings, they are available at the ADLC Water Department. It shall be the Contractor's responsibility to determine the extent of water system to be taken out of service to perform the work and the subsequent configuration of the temporary water system to provide service to all affected water customers.

**1.03 APPLICABLE LAWS AND REGULATIONS**

Contractor shall comply with all applicable laws and regulations.

**1.04 SUBMITTALS**

Contractor shall submit a shop drawing including all materials proposed to be used for temporary water. Additionally, a temporary water plan shall be submitted for each zone prior to starting to layout the temporary water system. This submittal shall include connection points, hydrants and/or valves to be operated by ADLC-Water, layout for connection to each service, and the location of all street crossings at a minimum. Depending on the circumstances of the zone, additional information may be required by the Engineer. These submittals shall be submitted in accordance with Section 01300 of these specifications. Contractor shall notify ADLC Fire Department (406-563-2164), at least 48 hours in advance of the interruption, when the fire supply to any commercial buildings is interrupted.

**PART 2 - PRODUCTS**

**2.01 TEMPORARY WATER PIPING**

The water piping of temporary hoses, piping, etc. shall be a 160 psi rating, ANSI/NSF approved hose, flexible polyethylene pipe, or PVC pipe. All pipe used for the temporary water system must have a visible NSF approval stamp by the manufacturer. A short section of high pressure flexible rubber hose may be used for the connection to each residence. The temporary system must be leak proof. All piping and valves must be adequately restrained where necessary and protected from physical damage to the extent practicable.

**2.02 SHUT-OFF VALVE**

The distribution pipe shall have a manual shut-off valve at each service tee and at least on every street corner. Shut-off valves shall be NSF approved valves.

**2.03 BACKFLOW PREVENTER**

Each service must have a Watts Series 7 Dual Check Valve backflow prevention fitting, or equal. There shall be a reduced pressure/backflow prevention assembly with strainer at the primary connection to the water supply source. Reduced pressure backflow preventer shall be Watts Series 009 or Series 909 or approved equal.

- A. The backflow prevention assembly shall be approved by the Engineer and the Owner during the submittal process. Backflow prevention devices shall be designed in accordance with the current AWWA Standard for Double Check Valve Backflow-Prevention Assembly.
- B. Each backflow preventer shall be properly supported to protect the assembly and the attached piping from breakage.
- C. The first time a backflow prevention assembly is set up it shall be tested to verify its integrity. If the project is suspended over the winter, all backflow preventers shall be re-tested in the spring. All costs associated with this testing shall be the responsibility of the Contractor.
- D. Each backflow prevention assembly shall be tested upon relocation. The cost for all subsequent tests shall be the responsibility of the Contractor.
- E. Each backflow preventer shall be tagged with an identification number and subject to additional testing at the discretion of the Engineer.

**PART 3 - EXECUTION**

**3.01 GENERAL**

- A. Following the Engineer's and Owner's review and approval of any proposed shutdown request, the Contractor shall be required to give a minimum 24 hour advance notice (excluding weekends and holidays) to all residential consumers whose service will be temporarily affected, by means of individual notices delivered to each consumer. If the notices are not issued or the service is not ready to be connected to restore service, ADLC shall be free to exercise their authority in not closing down the existing valves and water main system.
- B. The Contractor must have available all the necessary materials to complete the restoration of water to each of these residential services within eight (8) hours after the suspension begins or before 5:00 p.m., whichever comes first. The Contractor will be required to supply temporary water to the residential consumer if the above 8-hour limitation is expected to be exceeded and to all commercial consumers, regardless of the duration of the water shutdown. House-to-house or building-to-building connections will not be allowed unless approved by the Owner.

C. Special arrangements shall be made by the Contractor to provide temporary water service for all commercial services regardless of the length of time the water main is out of service. The Contractor will not be allowed to take a commercial service out of service except in emergency conditions only without meeting the criteria in Part 1.01 of this section. The Contractor shall supply all hoses, fittings, etc., for providing temporary water service at his expense. Copper piping or other "non-taste" inducing pipe shall be necessary if the commercial consumer serves food or water products as part of the business.

**3.02 LOCATING CURB STOPS**

The Contractor shall be solely responsible for all activities of locating, exposing, operating curb stop valves to the individual properties. Any existing condition that is suspected to indicate a defect of the curb stop valve, box, or service shall be reported immediately to the Engineer. The Owner will not participate in any activity up to this point, including initial closing of all curb stop valves during hookup of temporary water.

**3.03 LAWN WATERING CONNECTION**

Each house connection shall be equipped with a tee connection for lawn watering. The tee shall be NSF approved and shall be equipped with an NSF approved vacuum breaker and shut off valve. All components shall be NSF approved. Non-NSF approved splitter wyes will not be allowed. The connection to each customer shall require a short section of high pressure flexible rubber hose at the connection point.

**3.04 TEMPORARY WATER SYSTEM SIZING**

All pipe sizes shall be adequate to meet ordinary water supply demands of the consumers. The temporary system must be designed to maintain a minimum working pressure of 35psi at all points in the distribution system including the service line. Where accumulation of air could diminish the flow capacity of the system, air relief must be provided.

**3.05 TEMPORARY WATER SYSTEM DISINFECTION**

A. No component of the temporary distribution system may be in contact with, or at risk of being in contact with, sources of contamination. All temporary water systems shall be assembled, flushed, and disinfected in place and approved by the ADLC Water Department before being placed into service. The disinfection procedures shall be equal to the procedures required for the new water main. Refer to MPWSS Section 02660 and modifications thereto for requirements concerning chlorination and testing.

B. Disinfection and re-testing of temporary water piping shall be required at a minimum, when new components are added that have not been previously disinfected and tested. Except, where the new components are small enough to be hand swabbed. Swabbing of pipe sections, longer than 20-ft, shall not be acceptable.

C. Temporary hoses, piping, fittings, etc., to be flushed and disinfected in accordance with the State of Montana Department of Health and Environmental Services, Water Quality Bureau standards, and the standards of this specification prior to being put into service.

**3.06 CONNECTION TO BUILDINGS**

Connections to existing buildings shall be made at the hose bib. Connections at the curb stop shall not be permitted. Once the temporary water system has been assembled, pressure tested and disinfected, the Contractor will make the final connection to the building. The Contractor should expect to find the existing plumbing on some services to be in old condition. The Contractor shall use an ordinary degree of care while working on this condition of service. Also, there may not be any convenient point of temporary connection on

some services. In this case, temporary fittings must be provided to achieve the temporary water supply and shall be incidental to the work. Any damage to the existing residence plumbing shall be repaired at Contractor's expense.

**3.07 CROSSING ROADS, ALLEYS, AND DRIVEWAYS**

The Contractor will be required to protect the pipe at road crossings, alleyways, or residential driveways. The Contractor will be required to install the temporary water supply at street crossings in a shallow trench or by other methods acceptable to the Engineer. The Engineer may not allow new asphalt to be cut for temporary water trenches in which case the temporary water main is to be relocated or other crossing methods are to be used. Aerial crossings of the temporary water lines at street crossings will not be allowed. Temporary water supply pipes shall not be installed in storm drain pipes. Mounding millings or cold mix over a temporary water pipe will not be allowed.

The asphalt crossings shall be cut straight and vertical and shall have uniform width and shall be cut perpendicular to the centerline of the street. Restoration shall match the appropriate surface restoration detail and shall be a minimum of 2 feet wide and shall be compacted with a small mechanical compactor. There will be no payment for any street cuts or asphalt restoration under this item, this being incidental to the work. Exceptions to this requirement shall be made only on a case by case basis following the Contractor's proposal and subsequent review and approval by the Owner and Engineer.

**3.08 RECONNECTION TO NEW WATER SYSTEM**

After the new service connections are made from the new main to the new curb stop, and prior to flushing, testing, and chlorinating the new main, the new water service piping shall be thoroughly back-flushed from the residence to the new main. Should any service include a backflow prevention device, Contractor shall temporarily remove such device or provide other means to back-flush the service. After back flushing, the curb stop at the new main for the reconnected services shall be closed until the bac-T test for the new main has been completed and is acceptable.

**3.09 MAINTENANCE**

Each temporary setup of distribution piping must be visually inspected for leaks at full pressure prior to use and daily during use. Visual leaks occurring during use must be reported to the Engineer and repaired immediately.

**PART 4 - MEASUREMENT AND PAYMENT**

All costs associated with any of the above work shall be included in the Lump Sum price for "Bid Item 103 - General Requirements" as indicated in Section 01150 Measurement and Payment, of these specifications.

**PART 1 - GENERAL**

**1.01 DESCRIPTION**

The following specification includes all work involved in final closeout of this Project. Included are items such as post-construction inspection, acceptance of the Work, closeout records, cleaning, and project record drawings.

**1.02 SUBMITTALS**

All required closeout submittals shall be reviewed by the Engineer prior to final payment. Refer to Section 01300 for required document submittal procedures. Items to be submitted are:

- A. Contractor’s Final Completions Certification: Certifying completion of construction, compliance with the Contract Documents, and waiver of any claims.
- B. Affidavit of Release of Liens: Separate form shall be completed by Contractor and all Subcontractors.
- C. Consent for Surety to Final Payment.
- D. Post Construction Maintenance Personnel: Contractor shall submit his plans for maintenance during the two-year correction period and shall name the individual who will have the power and responsibility to act for the Contractor in this regard.
- E. Project Record Drawings.
- F. Insurance Certificate: Certificate to indicate which insurance coverages required by Sections 00700 and 00820 are to remain in effect after project is completed.

**PART 2 - EXECUTION**

**2.01 CLEANING**

Sweep paved surfaces, rake other surfaces or grounds. All lawn or grassed areas shall be raked and cleaned to level and remove all rocks, stones or other debris from construction. Sweep all paved surfaces in the construction area including all adjacent haul streets and other incidental areas soiled during construction.

**2.02 PROJECT RECORD DRAWINGS**

Contractor shall keep record of and indicate all changes and revisions to the original design which affect the permanent structures and will exist in the completed Work. Reference all underground existing utilities to semi-permanent or permanent physical objects. Reference water, sewer, telephone, and electric lines to corners of buildings or other structures, if applicable. Reference elevation of all existing lines on profile sheets or call out elevations in plan if no profile exists. Keep record drawings current. Project record drawings are the property of the Owner and shall be delivered to the Engineer before closeout, and before final payment to the Contractor.

**2.03 SUBSTANTIAL COMPLETION AND FINAL INSPECTION**

Submit a completed “Contractor’s Request for Substantial Completion and Inspection” to the Engineer. The Engineer, Owner, and any representatives of funding agencies will make an inspection within 10 days of receipt of request.

Should the Engineer determine that the Work is substantially complete, he will prepare a punch list of deficiencies that need to be corrected before final acceptance and issue a Certificate of Substantial Completion with the deficiencies noted.

Should the Engineer determine that the Work is not substantially complete, he will immediately notify the Contractor, in writing, stating reasons. After the Contractor completes the Work, he shall a new completed "Contractor's Request for Substantial Completion and Inspection" form.

**2.04 ACCEPTANCE OF THE WORK**

After all deficiencies have been corrected, an Engineer's Completion and Acceptance Certificate will be issued. If only designated portions of the project have been inspected, a Letter of Partial Acceptance will be issued for that portion corrected.

Acceptance may be given prior to correction of deficiencies which do not preclude operation and use of the facility; however, final payment will be withheld until all deficiencies are corrected. Until receipt of the Engineer's Completion and Acceptance Certificate, the Contractor shall be responsible for the Work of this Contract.

**2.05 POST-CONSTRUCTION INSPECTION**

Prior to expiration of the warranty period, the Engineer, Owner and representatives of funding agencies (if applicable) will inspect the project to determine whether corrective work is required. The Contractor will be notified in writing of all deficiencies. Corrective work must start on noted deficiencies within 10 days of receipt of notification to Contractor.

**ANACONDA-DEER LODGE COUNTY**

Courthouse – 800 Main Street

Anaconda, Montana 59711

Telephone (406) 563-4000

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# DIVISION 2



**PART 1 - GENERAL**

This item consists of relocating or removing existing street lights, signs, power poles, telephone poles, trees, fences and mailboxes as shown in the contract documents. The locations shown in the contract documents for street lights, street signs, power poles, telephone poles trees, fences and mailboxes to be relocated or removed are approximate only.

**1.01 POWER, STREET LIGHT AND TELEPHONE POLES**

- A. Street light construction is being completed by ADLC county staff separate from this project. Bases will be set following grading at locations specified in the plans. Please coordinate with ADLC crews to avoid work conflicts.
- B. Sidewalk ramp replacement may require removal and reinstallation or relocation of existing street lights. Impacted street lights shall be reinstalled by the Contractor and functional at the end of each working day. Contractor shall plan accordingly to allow street light function to remain active throughout the project. ADLC County Electrician (Terry Blaz) at 406-563-4073 must be contacted when a street light pole is impacted in order to coordinate electrical reconnections.
- C. Affected utility companies are to move power and telephone poles, unless they are designated in the contract documents to be removed or relocated by the Contractor.
- D. When relocating or removing power poles, street light poles and telephone poles, comply with any applicable requirements of the contract documents.

**1.02 STREET AND TRAFFIC CONTROL SIGNS**

- A. Remove and reinstall all street, stop and other traffic control/direction signs designated to be relocated by the Contractor according to the Manual on Uniform Traffic Control Devices. Include removing, temporarily installing, storing, and permanently installing the signs.
- B. Preserve all street, stop and other traffic control and direction signs that are to remain in place. Should any such signs be moved for the Contractor’s convenience, permanently reinstall the signs after construction of curb and gutter is complete. Assume responsibility for any damage to such signs. No extra compensation will be allowed for preserving, removing or replacing stop and traffic control and direction signs designated to remain in place, since this work is considered incidental to the contract unit prices for the various items of the contract.
- C. Where stop signs and traffic direction or control signs are temporarily removed, but are needed for traffic reasons during construction, temporarily install a similar stop sign or traffic direction sign in locations acceptable to the Engineer. Assure that the temporary signs remain in place until the permanent stop or traffic control signs are in place.
- D. Do not install street signs temporarily.
- E. Store signs which are not used for temporary installation.
- F. Set all permanent signs in fresh concrete, the pole supporting the sign being vertical, and the bottom of the sign being 7'-0" (2.1m) above the top of the curb or sidewalk. Replace all signs which are damaged during removal with new signs.
- G. Assure that all sign locations conform to the latest issue of the Manual on Uniform Traffic Control Devices.
- H. Remove all signs designated for removal without damaging the signs. Salvage and deliver all such damaged signs to the Owner.

**1.03 FENCES**

Replace temporarily removed fence and repair damaged fence to a condition equal to the existing fence prior to removal at Contractor expense. When removing and resetting a fence, furnishing of all required materials over and above the usable salvaged fence shall be new materials. Use, to the extent practical, materials of the same type and quality as those of the existing fence prior to removal. Replace rotten, damaged, or broken posts and rusty, unusable wire with new material. Do not use any galvanized materials with abraded or broken coating. Furnish all additional fence wire required for depressions. Carefully handle and stockpile, at designated locations, all removed fence determined to be salvageable. All fencing shall be installed per Montana Department of Transportation Detailed Drawings and Specifications.

**PART 1 - GENERAL**

**1.01 DESCRIPTION**

This section covers all shoring and bracing of earthen walls required on this project. Extent of shoring and bracing work includes, but is not limited to installation, maintenance, and removal of shoring and bracing necessary to protect existing building, streets, walkways, utilities, and other improvements and excavation against loss of ground or caving embankments.

**1.02 QUALITY CONTROL**

Assign supervision of shoring and bracing work to a qualified foreman. Comply with local codes and ordinances of governing authorities having jurisdiction, and with state and federal regulations. Latest OSHA requirements are to be carefully followed. Carefully monitor all excavations and provide appropriate shoring and bracing where soil conditions or OSHA regulations require.

**1.03 SUBMITTALS**

The shoring and bracing system the Contractor proposes to use for a braced excavation must be designed by an Engineer registered in the State of Montana. The plans for the shoring and bracing system must be stamped and signed by a professional engineer and submitted to the Engineer for review.

**PART 2 - EXECUTION**

Before starting Work:

- A. Provide suitable shoring and bracing materials which will support loads imposed. Materials need not be new, but should be in serviceable condition.
- B. Check and verify governing dimensions and elevations. Survey the condition of adjoining properties. Take photographs, as necessary, recording any prior settlement or cracking of structures, pavements, and other improvements. Prepare a list of such damages, verified by dated photographs, and signed by Contractor and others conducting the investigation.
- C. Survey adjacent structures and improvements, establishing exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks and record existing elevations. Locate datum level used to establish benchmark elevations sufficiently distant so as not to be affected by movement resulting from excavation operations.

During excavation:

- A. Maintain accurate log of surveyed elevations for comparison with original elevations.
- B. Promptly notify Engineer if changes in elevations occur or if cracks, sags, or other damage is evident.
- C. Protect existing active sewer, water, gas, electricity, and other utility services and structures.
- D. Protect the site from caving and unacceptable soil movement.
- E. Locate shoring and bracing the system to clear permanent construction and to permit forming and finishing of concrete surfaces.
- F. Provide shoring system adequately anchored and braced to resist earth and hydrostatic pressures.
- G. If necessary to move a brace, install new bracing prior to removal of original brace.
- H. Remove sheeting, shoring, and bracing in stages to avoid disturbance to underlying soils and damage to structures, pavements, facilities, and utilities.



**PART 1 - GENERAL**

**1.01 DESCRIPTION**

This work shall consist of revegetation of indigenous or cultivated areas disturbed during construction. This work includes but is not limited to: ground surface preparation; furnishing, hauling, and placing approved live sod on prepared areas, furnishing, applying and incorporating fertilizer into the soil; furnishing and planting seed; tracking; and cleanup. The work includes permanent seeding and sodding. All existing boulevards and lawn areas disturbed by construction shall be revegetated with sod. Areas with established lawns shall be revegetated with sod. Areas with natural grasses shall be seeded.

**1.02 SUBMITTALS**

The following documents shall be submitted:

- A. Laboratory analyses verifying organic content of topsoil.
- B. A certification from the supplier stating that the seed complies with the Federal Seed Act and the Montana Seed Laws (MCA 80-5-101 through 305).
- C. Seed mix germination test. Provide testing documentation and calculations verifying the specified amount of Pure Live Seed, based on the seed purity and germination rate, utilizing the formula from Section 2.02.B of this specification.
- D. All seed bag tags.
- E. Written certification from the fertilizer manufacturer stating that the fertilizer supplied complies with the applicable specifications.

**PART 2 - PRODUCTS**

**2.01 TOPSOIL**

Topsoil for areas to receive sod or field grass shall be imported to the project. Topsoil shall be natural surface soil free of matter that may be harmful to plant growth or a hindrance to grading, seeding and maintenance. Topsoil shall have an organic matter content of 4-5%.

**2.02 SOD**

Sod furnished by the Contractor shall be principally of Kentucky Bluegrass (*Poa Pratensis*) strongly rooted sod, not less than 2 years old and have a good cover of living or growing grass. This shall be interpreted to include grass that is seasonally dormant during the cold or dry seasons and capable of renewing growth after the dormant period but shall be capable of growth and development (viable, not dormant) at the time it is planted. All sod shall be obtained from areas where the soil is reasonably fertile and contains a high percentage of loamy topsoil. Sod shall be cut or stripped from living, thickly matted turf free of weeds or other undesirable foreign plants, large stones, roots, or other materials which might be detrimental to the development of the sod or to future maintenance. Any vegetation more than 6-inches in height shall be mowed to a height of 3-inches or less before the sod is lifted. Sod, including the soil containing the roots and the plant growth showing above, shall be cut uniformly to a thickness not less than that recommended by the sod supplier. Frozen sod shall not be used.

2.03 INDIGENOUS SEED

Seed shall be grown in the North American continent above 41 degrees north latitude. All seed shall be a standard grade adapted to Montana conditions. Seed which has become wet, moldy, or otherwise damaged will not be accepted. Calculations of pure "live seed" may be made on the basis of either a germination test or a tetrazolium test in addition to the purity analysis. Seed shall be applied on a pure "live seed" basis. The quantity of pure "live seed" in a 100 lb. container shall be determined by the formula: 100 multiplied by germination percentage and this product multiplied by the purity percentage. For example, if the seed is 85% pure and test 90% germination, then a 100 lb. container would contain 76.5 lbs. of pure "live seed". Seed shall contain no noxious weed or any seed that is "Prohibited" or "Restricted" by any state, as listed in the Montana Seed Law, or prohibited by Anaconda Deer Lodge County ordinance or USDA. The following revegetation mixture shall be used on areas not requiring sod. Substitutions may be approved in advance by the Engineer.

**REVEGETATION MIXTURE**

Species/Common Name	Seeding Rate (PLS) <sup>1</sup> lbs/acre
Mammoth Wildrye or Basin Wildrye	5.0
Canada Bluegrass	0.5
Intermediate wheatgrass	1.0
Sheep fescue	1.0
Streambank wheatgrass	2.0
Birdsfoot trefoil	0.5
<b>TOTAL:</b>	<b>18.0</b>

1. Pure Live Seed (PLS) per square foot rates given are for drill seeding;  
Rates will be doubled for hydraulic or broadcast seeding.

All seed shall comply with and be labeled in accordance with the Montana Seed Law which states, indigenous seeds in amounts of 1 pound or more, whether in package or bulk, must be labeled with the following information:

- A. The statement "Labeled only for reclamation purposes";
- B. Lot number or other distinguishing mark;
- C. The common name, genus, species, and subspecies when applicable, including the name of each kind of seed present in excess of 5%. When two or more kinds of seed are named on the label, the label shall specify the percentage of each. When only one kind of seed is present in excess of 5% and no variety name or type designation is shown, the percentage must apply to seed of the kind named. If the name of the variety is given, the name may be associated with the name of the kind. The percentage in this case may be shown as "pure seed" and must apply only to seed of the variety named;
- D. State or county of origin, if known. If the origin is unknown, that fact shall be stated;
- E. The approximate percentage of viable seed, together with the date of test. When labeling mixtures, the percentage viability of each kind shall be stated;
- F. The approximate percentage by weight of pure seed, meaning the freedom of seed from inert matter and from other seeds;
- G. The approximate percentage by weight of sand, dirt, broken seeds, sticks, chaff, and other inert matter;
- H. The approximate total percentage by weight of other seeds;

I. The name and approximate number of each kind of species of restricted noxious weed seeds occurring per pound of seed; and

J. The full name and address of the person, firm, or corporation selling the seed.

**2.04 MULCH MATERIAL**

Acceptable mulch shall be the materials listed below or any approved locally available material that is similar to those specified. Mulch materials, which contain matured seed of species which would volunteer and be detrimental to the proposed over-seeding, or to surrounding farm land, will not be acceptable. Straw or other mulch material which is fresh and/or excessively brittle, or which is in such an advanced stage of decomposition as to smother or retard the planted grass, will not be acceptable. Hay or straw will be a minimum of 12 inches in length. Mulch material shall be certified weed free.

A. Hay: Hay shall be native hay, sudan grass hay, broomsedge hay, legume hay, or similar hay.

B. Straw: Straw shall be the threshed plant residue of oats, wheat, barley, rye, or rice from which grain has been removed.

**2.05 FERTILIZER**

Fertilizer shall be a soluble commercial carrier of available plant food element of combination thereof. All seeded areas shall be fertilized with an inorganic chemical fertilizer with the following nutrients and associated rates:

Nitrogen (Elemental)	22.5 ± 1.0 lbs/acre
Phosphorus (P <sub>2</sub> O <sub>5</sub> )	56.0 ± 1.0 lbs/acre
Potassium (K <sub>2</sub> O)	14.0 ± 1.0 lbs/acre

The fertilizer shall be in uniform composition and in good condition for application by suitable equipment. It shall be labeled with the manufacturer’s guaranteed analysis as governed by applicable fertilizer laws. Any fertilizer which becomes contaminated or damaged, making it unsuitable for use, will not be accepted.

**PART 3 - EXECUTION**

**3.01 PREPARATION OF SUBGRADE/TOPSOIL FOR SODDING**

A. Adjust subgrade elevation as required to ensure the 4-inches of topsoil and approximately 2-inches of sod will match the existing grade after settlement of the topsoil.

B. Before placing topsoil, apply fertilizer directly to subgrade. Till the fertilizer into the subgrade. Delay application and mixing of fertilizer if planting will not follow placing of planting soil within a few days.

C. Clean topsoil of roots, plants, sods, stones larger than 0.5-inch in any diameter, clay lumps, and other extraneous materials harmful or toxic to plant growth.

D. If any damage by erosion or other means occurs after grading of areas, the Contractor shall repair such damage, to the satisfaction of the Engineer. This may include filling low areas, smoothing irregularities, and repairing other incidental damage.

**3.02 PREPARATION OF SUBGRADE FOR SEEDING**

A. The seedbed surface, at the time of application of seeds, shall not be excessively wet, snow-covered, or frozen and be reasonably free of large lumps, clods, and impervious crusts of dirt.

B. There shall be no appreciable areas of loose soils which can feasibly be compacted. Compaction of the soil, if necessary, shall be performed by equipment which will produce a uniform rough textured surface ready for seeding and mulching.

C. The surface, to a depth of approximately 4-inches, shall not be so tightly compacted that the seed cannot begin growth. Discing, harrowing, tilling, or hand raking of the soils shall be done at right angles to the natural flow of water on the slopes.

D. Stones larger than 0.5-ft in any diameter shall be removed from the prepared surface prior to seeding.

**3.03 FERTILIZING**

A. Fertilizer shall be uniformly spread at a rate that will provide not less than the minimum quantity of each fertilizer ingredient as specified in section 2.05 above.

B. Mechanical or hydraulic methods of application are acceptable so long as uniform application at the specified rate is accomplished.

C. The fertilizer shall be incorporated into the surface soil by discing, raking, or shallow plowing to a maximum depth of 2-inches.

**3.04 SODDING**

A. Planting time is subject to the approval of the Owner or Engineer. Do not plant dormant sod or if ground is frozen.

B. Loosen subgrade of lawn areas as shown on plans or directed by Engineer to a minimum of 4-inches. Remove stones over 1½-inch in any dimension and stocks, roots, rubbish and other extraneous matter. Limit preparation to areas which will be planted promptly after preparation.

C. Spread topsoil to a minimum depth of 4-inches required to meet lines, grades and elevations shown, after light rolling and natural settlement. If pea gravel bedding is used as backfill, it should be covered by a minimum of 18-inches of soil and a filter fabric prior to placing topsoil.

D. Grade topsoil to a smooth, even surface prior to placing sod. Ensure the 4-inches of topsoil and approximately 2-inches of sod will match the existing grade after settlement of the topsoil.

E. Excessively dry areas specified to receive sod application shall be watered to moisten the underlying soil to a depth of at least 4-inches immediately prior to laying sod.

F. Lay sod within 24 hours from time of stripping.

G. Sod shall be carefully placed by hand to form a solid mass with tightly fitted joints. Butt ends and sides of sod strips do not overlap. Stagger strips to offset joints in adjacent courses. Work from boards to avoid damage to subgrade or sod. Tamp or roll lightly to ensure contact with subgrade. Work sifted soil into minor cracks between pieces of sod; remove excess to avoid smothering of adjacent grass.

H. Topsoil shall be used to fill all cracks between individual pieces. The quantity of the fill soil shall not cause smothering of the grass.

I. Water sod thoroughly with a fine spray immediately after planting. Watering shall be done in a manner that will avoid erosion from the application of excessive quantities of water and shall avoid damage to the finished surface.

**3.05 SEEDING**

Seeding may be completed before May 20<sup>th</sup> and after October 1<sup>st</sup> but shall not take place while the ground is frozen. The work will consist of furnishing all materials and labor to fertilize, seed, mulch, and finish all disturbed areas.

A. Seed Distribution: Seed shall be applied to the conditioned seedbed by drill seeding no later than 48 hours after the seedbed has been conditioned, unless otherwise specified. The seeding of side slopes, narrow medians, or small areas which are impractical to seed by drill may be completed by using the broadcast seeding method if approved by the Engineer. Seeding shall not take place during adverse weather as determined by the Engineer. The applied seed, regardless of the method of application shall not be covered by a soil thickness greater than one-half (½) inch in depth.

B. Seeding by Drill: Seeding equipment used for applying grass seed must be designed, modified, or equipped to regulate the application rate and planting depth of grass seed. Seed must be uniformly distributed in the drill hopper during the drilling operation. Acceptable drills are: custom seeders, furrow drills, disc drills, or other drills approved by the Engineer. All grass-establishment equipment shall be operated normal to the slope drainage. Planting depth shall be regulated by depth bands or coulters. The drill box shall be partitioned by dividers no more than 24 inches apart in order to provide for even distribution on sloping areas. A drill shall be no wider than the width of the area over which it is to operate.

The rows of planted seeds shall be a maximum of 8 inches apart and shall be at right angles to the natural slopes.

C. Broadcast Seeding: Seeding by hand or mechanical broadcasting will be permitted on areas inaccessible to drills or impractical to seed by other prescribed methods. Broadcast seeding shall require the approval of the Engineer.

D. Hydraulic Seeding: Hydraulic seeding equipment may not be used.

**3.06 TRACKING**

Seeded and fertilized areas may require tracking to minimize erosion prior to the establishment of vegetation. Tracking shall be accomplished using a tracked vehicle equipped with grousers sufficient to groove the surface to at least 0.5-inch depth. The tracking vehicle shall be operated so as to completely cover the surface with grouser marks. All grouser marks shall run perpendicular to the natural slopes. The tracking vehicle shall be operated alternately between forward and reverse on each pass to eliminate damage to the seedbed resulting from 180 degree skid turns.

**3.07 MULCHING**

Mulch is required on all seeded areas. Before spreading mulch, all large clods, stumps, stones, brush, roots, and other foreign material shall be removed from the area to be mulched. Mulch shall be applied immediately after seeding. The spreading of the mulch may be by hand methods, blower, or other mechanical methods, provided a uniform covering is obtained.

Mulch material shall be furnished, hauled, and evenly applied on all areas receiving seeding. Straw or hay shall be spread over the surface to a uniform thickness at the rate of 2 tons per acre.

The mulch shall be held in place by light discing, a very thin covering of topsoil, small brush, pins, stakes, wire mesh, asphalt binder, or other adhesive material approved by the Engineer. Where mulches have been secured by either of the asphalt binder methods, it will not be permissible to walk on the slopes after the binder has

been applied. The Contractor is warned that in the application of asphalt binder material he must take every precaution to guard against damaging or disfiguring structures or property on or adjacent to the areas worked and that he will be held responsible for any such damage resulting from his/her operations.

If the "peg and string" method is used, the mulch shall be secured by the use of stakes or wire pins driven into the ground on 5-foot (150 m) centers or less. Binder twine shall be strung between adjacent stakes in straight lines and crisscrossed diagonally over the mulch, after which the stakes shall be firmly driven nearly flush to the ground to draw the twine down tight onto the mulch.

A. Finishing: Prior to final acceptance of the project, the Contractor shall immediately re-mulch any area from which the original seedbed and seeding is damaged due to the displacement of the mulching material, the seedbed shall be repaired and reseeded before re-mulching.

**3.08 SEED/SOD MAINTENANCE**

A. Begin maintenance immediately after planting and continue until final stabilization is achieved.

B. "Final stabilization" means the time at which a vegetative cover has been established with a density of at least 70% of the pre-disturbance levels, or equivalent permanent, physical erosion reduction methods have been employed.

C. Maintain lawns for not less than the period stated below, and longer as required to establish an acceptable lawn.

1. Sodded lawns, not less than 30 days after substantial completion.
2. Seeded lawns, not less than 30 days after substantial completion.

D. Maintain revegetated areas by watering, fertilizing, weeding, mowing, trimming, and other operations such as rolling, regrading and replanting as required to establish a smooth, acceptable revegetation, free of eroded or bare areas.

E. Provide notice of revegetation to home owners in the form of an informational pamphlet to which gives them the necessary information required for them to successfully maintain the new sod. This information shall include at a minimum, watering instruction, care instructions, and maintenance instructions. Furthermore, the pamphlets shall notify the home owners that they are allowed to water the sod daily regardless of the sprinkling restrictions as long as the watering is done in the hours prescribed by the watering restrictions. This exception to water restrictions applies only to the new sod and not to their entire lawns.

F. Revegetation of disturbed areas may require repeated seeding or sodding operations until final stabilization is achieved. This section shall not be construed to mean that the required finishing, topsoiling, fertilizing, mulching, seeding and/or sodding may be done only once at the convenience of the Contractor. Any additional mobilization required for maintenance of revegetation shall be incidental to the appropriate restoration bid item.

**3.09 CLEANUP AND PROTECTION**

A. During landscape work, keep pavements clean and work area in an orderly condition.

B. Protect landscape work and materials from damage due to landscape operations, operations by other Contractors and trades and trespassers. Maintain protection during installation and maintenance periods. Treat, repair or replace damaged landscape work as directed.

**3.10 INSPECTION AND ACCEPTANCE**

When landscape work is completed, including maintenance, Engineer will, upon request, make an inspection to determine acceptability.

**3.11 WARRANTY**

Establishment of sod and seeded area shall be inspected prior to expiration of the warranty described in section 13.07 of the General Conditions. Any sod or seeding not established within the warranty period will be required to be replaced per the General Conditions.